

RECORD OF OWNERSHIP

~~ROSE ARMOND CECIL~~
~~670 HELENA L ROSE~~
~~RT 1 BOX 585~~
~~CLINTWOOD VA 24228~~

DATE RECORDED 71
DEED OR WILL BOOK 150-70
CONSID-ERATION YR-SP

08659
United States of America
40 FHA
Box 647
Clintwood, Va. 24228

DATE RECORDED 5/17/85
DEED OR WILL BOOK 228-209
CONSID-ERATION

~~TURNER, KENNETH C & BRENDA C~~
~~RT 1 Box 434~~
~~VANSAUT, VA 24656~~

DATE RECORDED
DEED OR WILL BOOK 228-232
CONSID-ERATION

TURNER RONALD
RT 1 Box 588-B
CLINTWOOD VA 24228

DATE RECORDED 9-5-90
DEED OR WILL BOOK 228-232
CONSID-ERATION GIFT

DATE RECORDED
DEED OR WILL BOOK
CONSID-ERATION

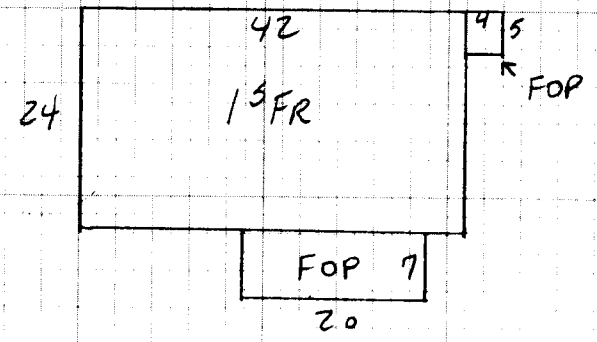
BUILDING PERMITS

| NO. | TYPE | DATE | % COMP. | DATE FINAL | APPROVAL | APPLICANT |
|-----|------|------|---------|------------|----------|-----------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

NOTES: 22.74 AC TO KENNY TURNER 228-232
DB 271-693 Brenda Charlene Turner deed to
int in above tract. 3-22-91

| | | | |
|-------------|--|--|--|
| CLASS 5 | LEGAL DESCRIPTION BIG RIDGE 23.74 AC IAC | | |
| ZONING | *** | | |
| DISTRICT 04 | | | |

| Year | Area | Value | Value | Value |
|------|------|--------|--------|--------|
| 1986 | 3000 | 25,500 | 28,500 | 35,300 |
| 1987 | 3000 | 25,500 | 28,500 | |
| 1988 | 3000 | 25,500 | 28,500 | |
| 1989 | 3000 | 25,500 | 28,500 | |
| 1990 | 3000 | 25,500 | 28,500 | |
| 1991 | 3000 | 25,500 | 28,500 | |
| 1992 | | | | |
| 1993 | | | | |
| 1994 | | | | |
| 1995 | | | | |
| 1996 | | | | |
| 1997 | | | | |



| MAIN BUILDING | | ROOFING | | EXTERIOR FINISH | | GENERAL FEATURES | | NUMBER OF ROOMS | | INTERIOR FINISH | | BUILDING HEATING | | | |
|---------------|-------------------------------------|-------------|-------------------------------------|--------------------------------------|-------------------------------------|-----------------------------------|---|-----------------------------|-------------------------------|---|---|-----------------------------|-----------------|-------------------------------------|------------------|
| Dwelling | <input checked="" type="checkbox"/> | Comp. Sh. | <input checked="" type="checkbox"/> | Wood Siding | <input checked="" type="checkbox"/> | Yr. Built <u>74</u> | Remod. | Bemt. [] 2nd [] | Plaster | BATH(S) / Full / 1/2 Bath(s) | | | | | |
| | | Slate | | Brick | <input checked="" type="checkbox"/> | No. Stories | <u>1</u> | 1st <u>5</u> 3rd [] | Sheet rock | Modern Bath <input type="checkbox"/> | Modern Kitchen <input type="checkbox"/> | | | | |
| | | Asbestos | | Asb. Wood Shg. | | S. Level <input type="checkbox"/> | S. Foyer <input type="checkbox"/> | Total No. Bedrooms | Ceciled | Cent. Heat <u>ELEC</u> | A/C <u>NO</u> | | | | |
| CONSTRUCTION | | FOUNDATION | | FINISH | | ATTIC FINISH | | INTERIOR CONDITION | | FIRE PLACE(S) | | | | | |
| Wood Frame | <input checked="" type="checkbox"/> | Tar & Grav. | | Stucco <input type="checkbox"/> | Con. Block <input type="checkbox"/> | Crawl <input type="checkbox"/> | Conc. <input type="checkbox"/> | HW <input type="checkbox"/> | Pine <input type="checkbox"/> | Carp. <input checked="" type="checkbox"/> | Tile <input type="checkbox"/> | Unfinished | Panel | <input checked="" type="checkbox"/> | Number <u>NO</u> |
| Cin. Block | | Tile | | Aluminum <input type="checkbox"/> | Masonite <input type="checkbox"/> | Riers <input type="checkbox"/> | Cin. Blk. <input checked="" type="checkbox"/> | Disappearing Stairs | Gd. <input type="checkbox"/> | Fair <input checked="" type="checkbox"/> | Poor <input type="checkbox"/> | VP <input type="checkbox"/> | Number Chimneys | | |
| Steel Frame | | Shakes | | Storm Doors <input type="checkbox"/> | Storm Win. <input type="checkbox"/> | Slab <input type="checkbox"/> | Brick <input checked="" type="checkbox"/> | Basement Size <u>NO</u> | Attic Floor & Stairs | INSULATION | | Brick [] | C. Block [] | | |

| COMPLETION | | | | EXTERIOR CONDITION | | | | SUMMARY OF BUILDING | | | | INSULATION | | | | | |
|--------------------------|-------------|-----------|---------------|------------------------------|-------------------------------|-------------------------------|-----------------------------|---------------------|------------------------------|------------------------------|------------------------------|-------------------------------|--------------------------------|--------------------------------|------------------------------|-----------|-----------|
| <u>1st Fl</u> | <u>1000</u> | <u>31</u> | <u>31,248</u> | Gd. <input type="checkbox"/> | Fair <input type="checkbox"/> | Poor <input type="checkbox"/> | VP <input type="checkbox"/> | Basmt. Finish | 1/4 <input type="checkbox"/> | 1/2 <input type="checkbox"/> | 3/4 <input type="checkbox"/> | Full <input type="checkbox"/> | Attic <input type="checkbox"/> | Walls <input type="checkbox"/> | Fl. <input type="checkbox"/> | Stone [] | Metal [] |

| Frontage | Depth | Area | Value | Use | Value | Use | Value | Use | Value | Use | Value | Use |
|-----------|------------|----------|-------------|----------|-------|-----|-------|-----|-------|-----|-------|-----|
| | | | | Dwelling | | | | | | | | |
| | | | | | | | | | | | | |
| Porch | <u>160</u> | <u>8</u> | <u>1280</u> | | | | | | | | | |
| Porch | | | | | | | | | | | | |
| Carport | | | | | | | | | | | | |
| Garage | | | | | | | | | | | | |
| Cent. A/C | | | | | | | | | | | | |

| MOBILE HOME INFORMATION | | USE VALUE APPRAISALS RECAP | | PROPERTY AND INCOME INFORMATION | |
|--|-----------------------------|----------------------------|-------------|---------------------------------|--|
| Market Value All Improvements | <u>25,469</u> | Market Value All Land | <u>3000</u> | Land Cost | |
| Owner | | Market Value All Land | <u>9822</u> | Bldg. Cost | |
| Make | Year | | | Sale Price | |
| Size | Cond. | | | Rent | |
| Not Home <input type="checkbox"/> | Time | | | Expenses | |
| AM <input checked="" type="checkbox"/> | PM <input type="checkbox"/> | | | Net Rent | |
| DATE | DATE | | | | |
| APRP. <u>K.V.</u> | APRP. | | | | |
| DATE <u>11/11/85</u> | DATE | | | | |
| CLASSIFICATION <u>5</u> | ZONING | | | | |

| FRONTAGE | | | | LAND VALUE COMPUTATIONS | | | | LAND VALUE COMPUTATIONS | | | |
|----------|-------|------|-------|-------------------------|-------|------|-------|-------------------------|-------|------|-------|
| Frontage | Depth | Area | Value | Frontage | Depth | Area | Value | Frontage | Depth | Area | Value |
| | | | | | | | | | | | |

| PROPERTY FACTORS | | CLASSIFICATION | | | | CLASSIFICATION | | | |
|------------------|---|----------------|--------------|------------|------|----------------|-------------|--------------|------|
| Public Water | Paved | Home Site | ACRES | RATE | ADJ. | Home Site | ACRES | RATE | ADJ. |
| Public Sewer | Gravel | <u>pool</u> | <u>22.74</u> | <u>300</u> | | | | | |
| Well | <input checked="" type="checkbox"/> Dirt | | | | | | | | |
| Spring | No Road | | | | | | | | |
| Septic System | <input checked="" type="checkbox"/> Curb & Gutter | Wasteland | | | | Wasteland | | | |
| U. G. Utilities | Sidewalk | | <u>22.74</u> | | | | <u>3000</u> | <u>9,822</u> | |

| FRONTAGE TOPOGRAPHY | | General Remarks: | |
|--------------------------------|---|------------------|--|
| LEVEL <input type="checkbox"/> | SLOPES UP <input checked="" type="checkbox"/> | | |
| LOW <input type="checkbox"/> | STEEP UP <input type="checkbox"/> | | |
| | SLOPES DOWN <input type="checkbox"/> | | |
| | STEEP DOWN <input type="checkbox"/> | | |

Property and Income Information

Land Cost \$

Bldg. Cost \$

Sale Price \$

Rent \$

Expenses \$

Net Rent \$

BOARD REVIEW NOTES

Advice No. **54115**
Date **July 23, 1983**

**INVITATION, BID, AND ACCEPTANCE
SALE OF REAL PROPERTY BY THE UNITED STATES**

Section I - INVITATION FOR BIDS

Sealed bids, bids made in writing in conjunction with negotiated sales, and the highest acceptable bid at public sale are to be prepared on this form and submitted in duplicate, and are for the purchase of real property located at or near **East Side State Route 63, 3 miles North of Clintwood, Virginia, Robertson Co.**

formerly owned by **Armond C. Bess & Malinda M. Bess**

54-31-223467406

Case File Number _____
and more particularly described in Exhibit A attached hereto and made part of this bid. The bids are subject to all conditions and instructions stated in Section IV below. Sealed bids will be received as follows, and then publicly opened.

In Room _____ Street Address _____

City _____ State/Zip Code _____ Until _____ O'clock _____ m. Local time _____ On (Date) _____ 19 _____

Envelopes containing sealed bids with bid deposit shall have the hour and date of bid opening indicated thereon, and must be mailed or delivered in sufficient time to reach the bid receiving office at the above address prior to the time specified above for the opening. Bids not submitted in accordance with these instructions will not be considered.

In accordance with Section IV A, 9, Reverse of form, THE HEREIN DESCRIBED PROPERTY is is not subject to taxation while owned by the Government.

(Type Name and Title)
**FARMERS HOME ADMINISTRATION
UNITED STATES DEPARTMENT OF AGRICULTURE**

Section II - BID

Amount of Deposit _____ Date _____ 19 _____

The undersigned bidder offers to purchase from the United States of America, herein referred to as the Government, the property described on Exhibit A attached hereto, for the sum of **SIXTEEN THOUSAND** dollars

(\$ **16,000.00**), based on the payment plan indicated below and with full knowledge of and subject to the reservations and title exceptions, if any, set out in said exhibit and in accordance with all conditions enumerated in Section IV, below, provided that this proposal is accepted by the Government within forty-five (45) days after the date specified in the invitation for the opening of bids, by notice of such acceptance mailed or otherwise delivered to the undersigned bidder.

The bidder will sign only one of the following Payment Plans:
Payment Plan A: Cash payment in full upon receipt of quitclaim deed.

Kenneth C. Turner
(Bidder Signature)
Kenneth C. Turner

Rt. 1 Box 434, Remount, Virginia 24356
(Address-Zip Code-Print or Type)

Payment Plan B: _____ percent (____%) of the amount of the bid in cash (the Government will apply the bid deposit as part of this cash payment) upon receipt of a quitclaim deed and execution of a promissory note and a mortgage or deed of trust acceptable to and prepared by the Government, and the balance payable in

_____ equal monthly annual amortized installments of principal, and interest on the unpaid balance at the rate of _____% (____%) per annum.
The bidder will furnish financial information upon request of the Government.

(Bidder Signature)

(Type or Print Bidders Name)

(Address-Zip Code-Print or Type)

Section III - ACCEPTANCE BY THE GOVERNMENT

Accepted on the basis of Payment Plan B for the total principal sum of SIXTEEN THOUSAND

dollars (\$ 16,000.00)

UNITED STATES OF AMERICA

Date of Acceptance

August 14, 1985

BY

Dennis W. Campbell, County Supervisor

(Signature)

(Type Name and Title of Official)

FARMERS HOME ADMINISTRATION
UNITED STATES DEPARTMENT OF AGRICULTURE

Section IV - CONDITIONS AND INSTRUCTIONS

A. GENERAL-APPLICABLE TO ALL BIDS:

1. **Bid Deposit.** All bids must be accompanied by cash (sent at bidder's risk), certified check, cashier's check, postal money order, bank money order, or personal check, payable to the Treasurer of the United States, for at least five percent (5%) of the total bid. The deposit of the successful bidder will be applied on the purchase price upon the Government's acceptance. Deposits of unsuccessful bidders will be returned or refunded. The Government may retain any or all deposits until a final acceptance is made.
2. **Bid Modification.** Any sealed bids may be modified or withdrawn by written or telegraphic request received by the Government prior to the time fixed for opening the bids. Negligence of the bidder in preparing the bid confers no right to withdraw the bid after the time fixed for opening in the case of sealed bids or after the time of submission in the case of bids made in writing in conjunction with negotiated sales or submission of the highest acceptable bid at a public sale.
3. **Deed to Property.** Within thirty (30) days after acceptance of the bid, the Government shall prepare for the successful bidder a quitclaim deed to the property, and if payment is under Payment Plan B, will also deliver the note and security instruments required. The bidder shall have 10 days to return the executed instruments to the Government. When the executed instruments are approved and accepted by the Government, the deed will be delivered to the bidder.
4. **Encumbrances or Defects.** If the purchaser, before receiving a deed and within thirty (30) days after the Government's acceptance of the bid, submits proof of any encumbrance or title defect, the Government may take any necessary remedial action. If the Government does not elect to exercise the right, the purchaser may, if such encumbrance or title defect affects the marketability of the title, rescind his purchase obligation and recover all amounts paid by him to the Government on account of the purchase price. However, neither the purchaser nor parties claiming under him shall be entitled, under any circumstances, to recover from the Government any damages, interest, or costs on account of any encumbrance or defect affecting the title to the property. Unless proof of encumbrances or defects, other than any enumerated on Exhibit A, is submitted by the purchaser within the time specified above, any and all such encumbrances and defects shall be conclusively presumed waived, and the purchaser and any parties claiming under him shall be forever barred asserting them against the Government.
5. **Abstracts or Title Evidence.** The Government is not obligated to furnish any abstracts or other title evidence but will permit bidders to inspect its title papers at a place selected by, and at no expense to, the Government.
6. **Accepting the Property.** The purchaser agrees to accept the property as is, in its present condition.
7. **Loss or Damage to Property.** If, through no fault of either party, the property is lost or damaged as a result of fire, vandalism or an act of God between the time of acceptance of the bid and the time the title of the property is conveyed by the Government, the Government will have the property reappraised. The Government and the purchaser will then negotiate an abatement of the purchase price. The reappraised value of the property will serve as the lowest amount the Government will accept from the purchaser. However, if the actual loss, as determined by the Government is less than \$500, payment of the full purchase price is required. In the event the two parties cannot agree upon an adjusted purchase price, the Government, by mailing notice in writing, may terminate the contract of sale, and any installments of the purchase price already paid shall be returned to the purchaser.
8. **Possession Rights.** The purchaser will accept the property subject to the rights of any person or persons in possession of or presently occupying the property.
9. **Payment of Taxes.** If the property while in Government inventory is subject to taxation, the taxes will be prorated between the Government and the purchaser as of the date title is conveyed. If the property is not subject to taxation while in Government inventory, the purchaser will pay all taxes on the property which become due and payable on or after the date the title of the property is conveyed by the Government.
10. **Mineral Rights.** The Government will convey to the purchaser all mineral rights to which it has title.
11. **Acceptance or Rejection of Bids.** The Government may accept any bid or reject any or all bids and may waive any defects therein.
12. **Liquidated Damages.** If the purchaser should fail to comply with any of the terms or conditions hereof, the Government, by mailing notice in writing, may terminate the contract for sale. The bid deposit and any installments of the purchase price already paid shall be retained, as partial liquidated damages, by the Government, which may thereupon at its option, again sell the property and recover from the defaulting purchaser any deficiency in price resulting from such resale, together with all expenses incurred by reason of the default. Such right shall be cumulative and in addition to any and all other rights, legal and equitable, which the Government may have under such circumstances.

Form FHA 465-12
(7-16-73)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to Kenneth C. Turner and Brenda C. Turner

for the sum of Sixteen Thousand (\$16,000.00)

all interest in the following described real estate situated in the County of Dickenson

State of Virginia, to-wit: All that certain lot of parcel of land lying and being in the Willis Magisterial District of Dickenson County, Virginia, on Big Sandy and more particularly bounded and described as follows:

BEGINNING at a stake near a wild cherry tree; thence S. 38 W. 106 feet to a stake; thence S. 39 W. 51 feet to a poplar tree; thence S. 53 E. 110 feet to a stake near the top of a ridge; thence S. 75 E. 36 feet to a stake near a wild cherry tree; thence S. 83 E. 132 feet to a stake; thence N. 62-30 E. 90 feet to a poplar tree; thence N. 57 W. 285 feet to the BEGINNING;

There is further granted and conveyed a right of way and easement to be 20 feet in width for ingress and egress to and from the property herein conveyed to the State Road which is located north of the described property. Being the same land conveyed to the United States of America by deed dated April 24, 1985, and recorded in Deed Book 228, page 209 in the Office of the Circuit Court for Dickenson County, Virginia.

This deed is executed and delivered pursuant to the provisions of the Consolidated Farm and Rural Development Act, 7 U.S.C. 1921, et seq., or Title V of the Housing Act of 1949, 42 U.S.C. 1471, et seq., or any other statute administered by the Farmers Home Administration and pursuant to the delegated

authority set forth in 7 CFR 1800.22.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated July 29, 1985.

UNITED STATES OF AMERICA

By Roie M. Godsey
* ROIE M. GODSEY, State Director
Farmers Home Administration
United States Department of Agriculture

In the presence of:

ACKNOWLEDGMENT

STATE OF VIRGINIA
CITY OF RICHMOND
AT LARGE

The foregoing instrument was acknowledged before me this 29th day of July, 1985, by Roie M. Godsey, State Director, Farmers Home Administration, United States Department of Agriculture.

My commission expires: 12/4/87

Julia C. Friedhoff
NOTARY PUBLIC

BOOK 228 PAGE 206

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

WARRANTY DEED

THIS DEED, made and entered into this 24th day of April, 1985,
by and between Melinda M. Rose
Dickenson County, State of Virginia, (hereinafter called
"Grantors"), and the United States of America, (hereinafter called
"Grantee").

This conveyance is made in return for full satisfaction
of a deed of trust held by the grantee herein, recorded in the Circuit
Court of Dickenson, in Deed Book 173, at
(County or City)
Page 613, the outstanding balance of which is TWENTY SIX THOUSAND
TEN 67/100 (\$ 26,010.67).

WITNESSETH: That in consideration of One Dollar and other valuable
consideration, the receipt of which is hereby acknowledged, the Grantors
do Grant unto Grantee, with GENERAL WARRANTY, the following described
Property situated in the State of Virginia, County (ies) of
Dickenson.

All that certain lot of parcel of land lying and being in the
Willis Magisterial District of Dickenson County, Virginia, on Big
Sandy and more particularly bounded and described as follows:

BEGINNING at a stake near a wild cherry tree; thence S. 38 W. 106 feet to
a stake; thence S. 39 W 51 feet to a poplar tree; thence S. 53 E. 110 feet
to a stake near the top of a ridge; thence S. 75 E. 36 feet to a stake
near a Wild cherry tree; thence S. 83 E. 132 feet to a stake; thence N.
62-30 E. 98 feet to a poplar tree; thence N 57 W. 285 feet to the BEGINNING;

There is further granted and conveyed a right of way and easement to be
20 feet in width for ingress and egress to and from the property herein conveyed
to the State Road which is located north of the described property.

COMPARED

mailed.

W. Campbell
To *W. Campbell*
6-23-1985
John L. Gage
Def. Clerk.

J. H. A.

P. O. B. 6617
Chittenden, VT.

BOOK 228 PAGE 210

FORM Fm11A-VA 465-6
(5-15-79)

Page 2

BEING the same land conveyed to the Grantors by deed dated _____
October 28th, 19 75, and recorded in Deed Book 173.

Page 611 in the Office of the Clerk of the Circuit Court for

Dickenson County, Virginia.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to Grantee and its assigns to its only use and behoof forever.

Grantors covenant that they have the right to convey the said land to Grantee, that Grantee shall have quiet possession of said land, free from all encumbrances, that they have done no act to encumber the said land and that they will execute such further assurances of the said land as may be requisite.

WITNESS the following signatures and seals.

Melinda M. Rose (SEAL)

_____ (SEAL)

STATE OF VIRGINIA)
COUNTY OF DICKENSON : SS

I, Dennis W. Campbell, a Notary Public in and for the county aforesaid in the State of Virginia, do certify that

Melinda M. Rose and _____

whose names are signed to the writing above bearing date on the _____

24th day of April 1985, have this day acknowledged the same before me in my County aforesaid.

Given under my hand this 24th day of April, 19 85.

My Commission Expires May 25, 1987

THIS DEED, made and entered into on this the 16th day of May, 1985, by and between BUDDY H. WALLEN, TRUSTEE, party of the first part, and KENNY TURNER, party of the second part, whose address is Rt. 1, Box 434, Vansant, Virginia.

WITNESSETH:

WHEREAS, Armond Cecil Rose and Melinda Rose, by a certain Deed of Trust dated August 19, 1981, and recorded in Deed Book 209, page 270, of the Clerk's Office of Dickenson County, Virginia, granted and conveyed unto the party of the first part all of the hereinafter described tract or parcel of land in trust to secure a certain negotiable promissory note fully described in said Deed of Trust; and,

WHEREAS, the party of the first part, by terms of said Deed of Trust was empowered, upon default in the payment of said Note, and upon request of the Holder of the Note to do so, to sell the hereinafter described land at public auction; and,

WHEREAS, default was made in the payment of said Note, and the Holder thereof requested the party of the first part to sell said land pursuant to the terms of the said Deed of Trust; and,

WHEREAS, the party of the first part did advertise the time, place and terms of such sale in the "Cumberland Times", a newspaper published and having a general circulation in Dickenson County, Virginia, in its issues of May 1, May 8, and May 15, 1985, the date of said sale being fixed in said notice for the 16th day of May, 1985, at 11:00 o'clock A.M., in front of the Dickenson County Courthouse, Clintwood, Virginia; and, by posting a copy of the Notice at the front door of the Courthouse for a period of more than thirty (30) days prior to the sale date; and,

WHEREAS, the Trustee gave written notice of the proposed sale by Certified Mail to Melinda Rose and Cecil Preston Rose, the record owners of the property at the time of sale, with a copy of the advertisement enclosed at least fourteen (14) days prior to the date of sale; and,

WHEREAS, all other lien holders of record were given proper notice of sale; and,

WHEREAS, the party of the first part, at said time and place did expose the hereinafter described property to sale at public auction to the highest bidder, for cash, in strict accordance with the terms of the aforesaid Deed of Trust, at which sale, the party of the second part became the purchaser thereof for the sum of FIVE THOUSAND FIVE HUNDRED AND NO/100 (\$5,500.00) DOLLARS, that being the highest bid therefore; and,

WHEREAS, the purchase price has been paid in full; and,

WHEREAS, none of the parties in interest are in the military service of the United States, and have not been for six months prior hereto, and is, therefore, not entitled to the Soldiers' and Sailors' Civil Relief Act; and,

WHEREAS, all the statutes made and provided for in such cases have been strictly complied with.

NOW, THEREFORE, in consideration of the premises and the sum of FIVE THOUSAND FIVE HUNDRED AND NO/100 (\$5,500.00) DOLLARS, paid the party of the first part by the party of the second part, at and before the sealing and delivery of this deed, receipt of which is hereby acknowledged, which said sums is to appropriated and applied as provided in the aforesaid Deed of Trust, the party of the first part does hereby grant, bargain, sell and convey unto the party of the second part, with Special Warranty of Title, all that certain tract or parcel of land located in Dickenson County, Virginia, in the Sandlick District, and being more particularly bounded and described as follows:

BEGINNING at a buckeye on Low Gap Branch; thence S 75 E 12½ poles to a beech; thence S 53 E 45 poles to a stake; S 42 E 20 poles to a spruce pine; S 32 E 24 poles to a small pine on Low Gap Branch; a corner to the Clinchfield Coal Corporation; S 87 W 434 feet to a white oak on a ridge; S 39 48 W 439 feet to a concrete corner on a ridge; W 301 feet to a stake on a spur; S 86 30 W 194 feet to a small black oak; S 25 32 W 300 feet to two beeches on Spring Branch; thence up the branch N 73½ W 62½ poles to a lynn, corner to E. M. Newberry; N 70 W 26 to a black walnut on a branch; S 72 30 W 9½ poles to a stake by a field; thence N 7 W 31½ poles to a hickory; N 8 W 1½ poles to a stake, witness two chestnut oaks about 5 feet away, a corner to Tolby Owens; thence with the Owens line N 60 E 88 poles to a stake in a hollow, witness a chestnut and a large hickory; thence N 33 E 35 poles to the BEGINNING, containing 59½ acres, more or less, before exceptions, and being the same land conveyed to Armond Cecil Rose by Bessie Vanover by deed dated May 17, 1971, of record in Deed Book 150, page 070, of the Clerk's Office of Dickenson County, Virginia.

There is excepted from this conveyances, the following:

(1) Tract of land containing 16.06 acres, which was conveyed to J. E. Newberry by Ullsus and Virgie Vanover by deed dated December 29, 1941, of record in Deed Book 78, page 358, of the Clerk's Office of Dickenson County, Virginia.

(2) Tract of land containing 3 acres, which was conveyed to J. E. Newberry by U. G. and Virgie Vanover by deed of record in Deed Book 89, page 415, of the said Clerk's Office.

(3) Tract of land containing 6.76 acres, which was conveyed to Margie Vanover by Fred Vanover by deed dated September 4, 1942, of record in Deed Book 79, page 370, of the said Clerk's Office.

(4) Tract of land containing 3.50 acres, which was conveyed to Kilby Davis and Melvin Davis by U. G. and Bessie Vanover by deed dated October 28, 1949, of record in Deed Book 102, page 6, of the said Clerk's Office.

(5) Tract of land containing 1 acre, which was conveyed to Bessie Vanover by Armond Cecil Rose by deed dated June 7, 1971, of record in Deed Book 150, page 312, of the said Clerk's Office.

(6) Tract of land which was conveyed to Armond Cecil Rose and Melinda Mullins Rose, as tenants by the entireties, by Armond Cecil Rose and Melinda Mullins Rose by deed dated October 28, 1975, of record in Deed Book 173, page 611, of the said Clerk's Office.

(7) Tract of land containing 1.45 acres, which was conveyed to Arthur and Tina Dooley by A. C. and Melinda Rose by deed dated April 25, 1979, of record in Deed Book 197, page 202, of the said Clerk's Office.

(8) Tract of land containing 2 acres, which was conveyed to Billy Ray Austin by Amond C. and Melinda L. Rose by deed dated September 1, 1981, of record in Deed Book 209, page 504, of the said Clerk's Office.

(9) Tract of land containing 2 acres, which was conveyed to Danny N. and Barbara A. Mullins by A. C. and Melinda Rose by deed dated May 21, 1984, of record in Deed Book 222, page 51, of the said Clerk's Office.

This conveyance is made subject to such restrictions and reservations as may lawfully affect the property.

WITNESS the following signature and seal: