



**BOARD OF ZONING APPEALS
REGULAR MEETING
Monday, May 9, 2022 – 6:00 PM**

**Board Meeting Room
39 Bank Street, SE,
Chatham, Virginia 24531**

AGENDA

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. MOMENT OF SILENCE**
- IV. PLEDGE OF ALLEGIANCE**
- V. APPROVAL OF AGENDA**
- VI. APPROVAL OF MINUTES**
 - 1. BZA Minutes 04_11_2022
- VII. OLD BUSINESS**
- VIII. NEW BUSINESS**
- IX. CHAIRMAN'S REPORT**
- X. PUBLIC HEARING**

Pursuant to Article V, Division 7 of the Pittsylvania County Zoning Ordinance, we the Board of Zoning Appeals have been empowered to hear and decide specific applications and appeals in support of said ordinance. In accomplishing this important task we are charged with promoting the health, safety, and general welfare of the citizens of Pittsylvania County. We must insure that all our decisions and recommendations be directed to these goals and that each be consistent with the environment, the comprehensive plan and in the best interest of Pittsylvania County, its citizens and its posterity. Anyone here to speak to the board, other than the applicant, regarding zoning cases will be limited to (3) three minutes.

1. Case S-22-004 Aquillas Kanagy and Jacob Mast; Special Use Permit for a Permanent Sawmill
2. Case S-22-006 Michael Mollohan; Special Use Permit for a Double-Wide Mobile Home

XI. ADJOURNMENT



Board of Zoning Appeals

STAFF SUMMARY

Case:	BZA Minutes 04_11_2022	District:	
Zoning Request:			
Agenda Date:	May 09, 2022		
Meeting History:			

April 11, 2022
Regular Meeting

**Pittsylvania County Board of Zoning Appeals
Regular Meeting
April 11, 2022**

VIRGINIA: The Regular Meeting of the Pittsylvania County Board of Zoning Appeals was held on April 11, 2022, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia. Chairman R. Allan Easley, called the meeting to order at 6:00 PM. The following members were present:

Attendee Name	Title	Status	Arrived
R. Allan Easley	Chairman	Present	5:22 PM
Ronald E. Merricks	Vice-Chairman	Present	5:25 PM
Ryland Brumfield	Board Member	Present	5:22 PM
Joseph A. Craddock	Board Member	Present	5:23 PM
Ann Deering	Board Member	Present	5:23 PM
Hershel Stone	Board Member	Present	5:27 PM
Carroll Yeaman	Board Member	Present	5:27 PM

APPROVAL OF AGENDA

Upon motion of Mr. Stone, seconded by Mr. Yeaman, and by a unanimous vote, the agenda was approved as presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Hershel Stone, Board Member
SECONDER:	Carroll Yeaman, Board Member
AYES:	Easley, Merricks, Brumfield, Craddock, Deering, Stone, Yeaman

APPROVAL OF MINUTES

1. BZA Minutes 02 07 2022

Upon motion of Mr. Yeaman, seconded by Mr. Merricks, and by a unanimous vote, the minutes were approved as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carroll Yeaman, Board Member
SECONDER:	Ronald E. Merricks, Vice-Chairman
AYES:	Easley, Merricks, Brumfield, Craddock, Deering, Stone, Yeaman

OLD BUSINESS

There was no old business.

NEW BUSINESS

Mrs. Ragsdale stated there will be three (3) Special Use cases for the month of May.

CHAIRMAN'S REPORT

There was no Chairman's Report.

PUBLIC HEARING

1. Case S-22-003 Firefly Solar, LLC; Special Use Permit for a Utility Scale Solar Energy Facility

Mr. Easley opened the public hearing at 6:05 p.m. Mrs. Ragsdale, Director of Community Development, reported that Firefly Energy, LLC., petitioned for a Special Use Permit on 3,791.95 acres, (19 parcels of land) located off State Road 58/South Boston Highway, State Road 713/Rock Springs Road, State Road 712/White Ridge Road, State Road 62/Milton Highway, State Road 899/Cardwell Lane, State Road 656/Kerns Church Road, and State Road 970/Pounds Road, in the Dan River Election District. Jayce Walker, Development Manager with Firefly Energy, LLC., was present to represent the petition. Mr. Walker stated that 1,375 acres will be used for the project, and it will generate \$12.25 million for the county. He stated that this use will generate more tax revenue than the properties in their current use. Mr. Merricks asked about tillable land. Mr. Walker stated that he did not have that number but said that most of the land is in timber at the moment and very little is being used for agricultural purposes at this time. Mr. Merricks asked who will own the project. Mr. Walker stated that Firefly Energy, LLC owns the project, but it will transfer ownership to AEP. Mr. Easley asked about the connection between Recurrent Energy and Firefly LLC. Mr. Walker stated that Firefly is a business that operates under Recurrent Energy so ownership can be transferred easily. Mr. Easley opened the floor for discussion with residents that had signed up to speak. First to speak was John Walters. He stated that only large landowners will make money from this project and very little energy will be consumed by Pittsylvania County. He also stated that AEP does not supply energy to the Ringgold area and City of Danville does not purchase power from AEP. Ronda Guthrie from Halifax County spoke next, stating that she lives in the middle of a solar farm and says it makes noise like swarms of bees. She stated that she is 800 feet from the property with a tree buffer. Larry Burnette spoke next. He stated that he has lived in this community his entire life, and this will help with taxpayers and large companies that require energy. Melvin McAnn spoke next in favor of the project. Next, Josh Burnette spoke, stating that he has heard pros and cons on this project - adding jobs, reducing carbon footprint, and the cons seem to be aesthetically displeasing. Skylar Zunk spoke next on behalf of the Virginia Land and Liberty Coalition, a project of conservatives for clean energy. He stated they ardently support private property rights and an individual's right to do on their property what they please while respecting all neighbors without adverse effects. Denise Sheffield spoke next, stating that she strongly opposes the solar farm coming so close to her home. Raymond Sheffield spoke next, stating that he is against the project being so close to his home. He said that he found out about the project within 9 months of purchasing their home. He also played audio of a solar farm that is in operation to demonstrate the noise allegedly produced. Amanda Cox with AEP spoke next in support of the project. She stated that AEP will purchase the project from Firefly, LLC, upon completion. She said AEP currently serves about 2,000 customers in Pittsylvania County and several Industries. She also stated that they are building transmission service in the station to Berry Hill Mega Site, so they are very invested in our community. She also stated that development prospects consistently ask about renewable energy and this project will be very important to Berry Hill. She said that AEP is transitioning to low carbon solutions like many others while helping support local communities with increased tax base and job creation. She stated that AEP is a strong community partner and they have been around for over a hundred years. William Powell spoke next saying that the power on the grid will go north, south, east, or west, going to the point of least resistance. He said that the property owners have the right to do what they want with their land. Chuck Angier spoke next, stating that 15,000 acres of Pittsylvania County farmland, with the

exception of one golf course, have been converted over to solar usage. He stated he is all for solar, but the County really needs to think about what's happening to the farmland. Mr. Easley stated that the Board of Zoning Appeals does not set the ordinances for Pittsylvania County, that is the job of the Board of Supervisors. He stated that the duty of the Board of Zoning Appeals is to look after the Ordinance as best as they can. Mr. Easley said that any concerns could be taken up with the Board of Supervisors. Mr. Walker came back to thank everyone that spoke and to answer any questions. He stated that Firefly Solar LLC, requested a waiver for training for battery energy storage because there is no battery storage at this site. He also stated that the Ordinance once required setbacks of 35 feet, 15 feet of which had to be comprised of a vegetative buffer. The County then shut down solar development with a radius type moratorium but then reopened under the requirement that setback would be 150, or 200 feet from property lines with residences on them. He stated that throughout the perimeter of their site, they are either set back 150 feet from the property line or 200 feet where a residence is on the neighboring property. He stated the setbacks had been adjusted near the Sheffield's property from 200 feet to 410 feet to the nearest solar panel. He also stated that the nearest inverter had been moved further away to over 800 feet and the collection line had been moved to the other side of the project to conserve as much timber as possible on the eastern side of the project. He also stated that Firefly Solar LLC offered to bring out a visual consultant to conduct an analysis to show what would be visible from the Sheffield's property. He also stated that the amount of farmland on this project is very minimal compared to a typical solar facility. Mr. Walker stated that in this case it is a vast majority of commercial timber, so it's not removing very much prime farmland from production whatsoever. A noise study was submitted that was conducted on the Water Strider facility as part of their application stating that by the time the noise that is generated by the inverters reaches the fence line of the project, it is below ambient noise levels and that's typically around 45 decibels. He stated that the study found that by the time you're at the fence line the noise emitted by the inverter is less than 40 decibels, so that is less than that of the ambient noise in the area. Mr. Brumfield asked if Firefly Energy LLC has met with Mr. Walters who lives across the road and Mr. Walker said that they have. Mr. Walker stated that Larry Burnette actually increased the setback ahead of time for his neighbors in the area. There are two examples on Cardwell Lane: one is a large pasture that makes great sense for a solar facility, but Mr. Burnette withdrew that parcel all together from the project to protect the view shed of Ms. Bass who is across the street and the primary access route that was moved to the north of Cardwell Lane to cut down on noise and traffic during the construction period. Mr. Easley asked how many vehicles would be coming and going on a daily basis once the project is complete. Mr. Walker stated that would be determined by AEP in their maintenance agreement, but that there are usually 3-5 full-time operations and maintenance employees and light duty trucks that will visit the site to maintain vegetation. Mr. Stone asked for an example of 45 decibels or 40 decibels. Mr. Walker said that he was not a noise expert, but ambient noise is much less than a lawn mower or any sort of farm equipment that you would hear in a rural setting. Mr. Stone also asked about Ms. Guthrie stating that during construction it was a nightmare and there were flat tires and damage to properties. Mr. Walker said that they are expecting very high quality from their contractors, so he hopes that these things do not happen. Mr. Stone also said that Mrs. Sheffield quoted there was a seven percent property value loss and asked if he had any studies on that to determine how it affects the property values. Mr. Walker said they included a property value assessment in their permit application that does find no impact one way or the other on property values. Mr. Stone also asked about Dominion being fined, Mr. Walker said he could not speak very directly to the fines, he has spoken with a gentlemen that developed the solar project in Louisa County (Belcher Solar). He

believes this was the one referenced and there was a situation where they experienced unexpected storm water runoff that occurred. He stated that a storm water permit is secured to avoid that type of situation. Mr. Walker stated that they certainly do their best and to try to avoid any kinds of incidents like that. Mr. Easley closed the public hearing at 6:58 p.m. The Board discussed the petition as the Committee of the Whole. Whereas Firefly Solar, LLC, has petitioned the Board of Zoning Appeals for a Special Use permit for a Utility Scale Solar Energy Facility. Staff and Planning Commission have both approved of this project with 19 conditions. Mr. Merricks said we are obligated to issue the Special Use Permit unless the conditions cannot be met. Condition 2 was amended to exclude “utility poles and associated aboveground wiring.” Mr. Easley read the positive motion and the 19 conditions. A motion was made by Mr. Merricks and seconded by Mr. Brumfield, to recommend the Board of Zoning Appeals grant the Special Use Permit.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald E. Merricks, Vice-Chairman
SECONDER:	Ryland Brumfield, Board Member
AYES:	Easley, Merricks, Brumfield, Craddock, Deering, Stone, Yeaman

ADJOURNMENT

The meeting was adjourned at 7:15 p.m.

Attachment: BZA Minutes 04_11_2022 (3140 : BZA Minutes 04_11_2022)



Board of Zoning Appeals

STAFF SUMMARY

Case:	Case S-22-004 Aquillas Kanagy and Jacob Mast	District:	Banister Election District
Zoning Request:	SUP		
Agenda Date:	May 09, 2022		
Meeting History:			

SUBJECT

Requested by Aquillas Kanagy & Jacob Mast for a Special Use Permit for a Permanent Sawmill. The property is 351.38 acres, located on State Road 678/Corner Road, in the Banister Election District and shown on the Tap Maps as GPIN # 2499-15-7036.

BACKGROUND/DISCUSSION

Aquillas Kanagy and Jacob Mast are requesting a Special Use Permit for a Permanent Sawmill. Pittsylvania County Code ("PCC") § 35-179 requires a Special Use Permit for a Permanent Sawmill under the A-1 zoning classification. The applicants have stated that this will be primarily for their personal use. If a Special Use Permit for a Permanent Sawmill is granted, all applicable Zoning and Building Code regulations would govern the development of the property. Additionally, PCC § 35-126 states "no structure and no storage of lumber, logs, chips or timber shall be located closer than 100 feet to any lot line." The included site plan shows that the proposed sawmill will meet this requirement.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Agricultural and Rural Residential.

ZONING OF SURROUNDING PROPERTIES

Mostly surrounded by A-1, Agricultural District.

SITE DEVELOPMENT PLAN

Included in the packet.

RECOMMENDATION

Staff recommends APPROVAL of Case S-22-004.

PLANNING COMMISSION MOTIONS:

1. Recommend approval of Case S-22-004 as submitted.
2. Recommend denial of Case S-22-004 as submitted.

ATTACHMENTS:

- A. Application
- B. Map
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

PLANNING COMMISSION RECOMMENDATION

On April 5, 2022, the Planning Commission recommended by an 8 to 0 vote, with opposition, that the petitioners' request be granted as submitted.

STAFF SUMMARY

<u>CASE</u>	<u>ZONING REQUEST</u>	<u>CYCLE</u>
S-22-004	SUP	April 2022/May 2022
<u>SUBJECT/PROPOSAL/REQUEST</u> Aquillas Kanagy & Jacob Mast are requesting a Special Use Permit for a Permanent Sawmill.		PLANNING COMMISSION: April 5, 2022
DISTRICT: Banister		BOARD OF ZONING APPEALS: May 17, 2022
		ADVERTISED: March 23 & 30, 2022 & April 20 & 27, 2022

SUBJECT

Requested by Aquillas Kanagy & Jacob Mast for a Special Use Permit for a Permanent Sawmill. The property is 351.38 acres, located on State Road 678/Corner Road, in the Banister Election District and shown on the Tap Maps as GPIN # 2499-15-7036.

BACKGROUND/DISCUSSION

Aquillas Kanagy and Jacob Mast are requesting a Special Use Permit for a Permanent Sawmill. Pittsylvania County Code ("PCC") § 35-179 requires a Special Use Permit for a Permanent Sawmill under the A-1 zoning classification. The applicants have stated that this will be primarily for their personal use. If a Special Use Permit for a Permanent Sawmill is granted, all applicable Zoning and Building Code regulations would govern the development of the property. Additionally, PCC § 35-126 states "no structure and no storage of lumber, logs, chips or timber shall be located closer than 100 feet to any lot line." The included site plan shows that the proposed sawmill will meet this requirement.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Agricultural and Rural Residential.

ZONING OF SURROUNDING PROPERTIES

Mostly surrounded by A-1, Agricultural District.

SITE DEVELOPMENT PLAN

Included in the packet.

RECOMMENDATION

Staff recommends APPROVAL of Case S-22-004.

PLANNING COMMISSION MOTIONS:

1. Recommend approval of Case S-22-004 as submitted.
2. Recommend denial of Case S-22-004 as submitted.

ATTACHMENTS:

- A. Application
- B. Map
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

PITTSYLVANIA COUNTY
APPLICATION FOR SPECIAL USE PERMIT

We, Aquillas Kanagy & Jacob Mast, as owners of the below described property, hereby apply to the Pittsylvania County Board of Zoning Appeals to amend the Pittsylvania County Zoning Maps as hereinafter described:

- 1. Property Owner's Name: Aquillas Kanagy & Jacob Mast
Address: P.O.Box 90 Cascade, VA 24069 Telephone: _____
- 2. Location of Property: State Road 678/Corner Road Total Amt: \$350.00
Taken By: Check # 2348
OSY
- 3. Tax Map Number GPIN 2499-15-7036
- 4. Election District: Banister
- 5. Size of Property: 351.38 acres
- 6. Existing Land Use: Single Family Dwelling & Agricultural Use
Existing Zoning: A-1, Agricultural District
- 7. Proposed Land Use: Sawmill
- 8. Check completed items:
 Letter of Application Site Development Plan Legal Forms
 11"x 17" Concept Plan Application Fee List of Adjoining Properties
 Plat Map _____

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.

Aquillas Kanagy
Aquillas Kanagy

Jacob Mast
Jacob Mast

OFFICE USE ONLY	Application No. <u>S-22-004</u>
Application Deadline: <u>2-24-2022</u>	P.C. Meeting Date: <u>04-05-2022</u>
Received By: <u>ESR</u>	Date Received: <u>02-23-2022</u>
B.Z.A. Meeting Date: <u>05-09-2022</u>	Action: _____

Attachment: S-22-004 Kanagy-Mast App (3138 : Case S-22-004 Aquillas Kanagy and Jacob Mast)

**VIRGINIA:
BEFORE THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY**

A 351.38 acre parcel of land,)
generally located on State Road 678/)
Corner Road within the Banister)
Election District, and recorded as) **PETITION**
parcel # 2499-15-7036)
in the Pittsylvania County tax records)

TO THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY:


WHEREAS, your Petitioners, Aquillas Kanagy & Jacob Mast, respectfully file this petition pursuant to Sections 35-713 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioners are owners of the above-referenced parcel of land, or is filing with the owner's consent.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as A-1, Agricultural District.
- (3) Your petitioners now desire to have a Special Use Permit issued for a sawmill.

WHEREFORE, your Petitioners respectfully request that the above referenced parcel of land be issued a Special Use Permit as set out in Number 3.

FURTHER, your Petitioners respectfully request that this petition be referred by the Zoning Administrator to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,



Aquillas Kanagy



Jacob Mast

Attachment: S-22-004 Kanagy-Mast App (3138 : Case S-22-004 Aquillas Kanagy and Jacob Mast)

February 24, 2022

Mrs. Emily Ragsdale
Director of Community Development
P. O. Drawer D
Chatham, VA 24531

Dear Mrs. Ragsdale:

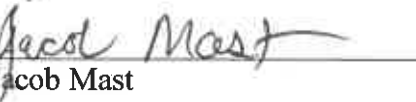
We, Aquillas Kanagy & Jacob Mast, as Owners, would like to apply to the Planning Commission/ Board of Zoning Appeals for a Special Use Permit on 351.38 acres, located on State Road 678/Corner Rd, in the Banister Election District. The property is shown as GPIN # 2499-15-7036.

I would like a Special Use Permit for a sawmill.

Sincerely,



Aquillas Kanagy



Jacob Mast

Attachment: S-22-004 Kanagy-Mast App (3138 : Case S-22-004 Aquillas Kanagy and Jacob Mast)



OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.




Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

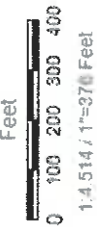
Case S-22-004 Applicant Aquillas Kanagy Date 2-29-22

Attachment: S-22-004 Kanagy-Mast App (3138 : Case S-22-004 Aquillas Kanagy and Jacob Mast)

GPIN	ACCOUNT_NAME1	ACCOUNT_ADDR1	ACCOUNT_CSZ
2489-81-5217	GIBSON, SHIRLEY S	2993 EAST GREYNA RD	GREYNA, VA 24557
2499-20-9249	MUSGROVE, TOMMY C	308 EAST SWAN CREEK RD	FORT WASHINGTON, MD 20744
2499-08-7004	COWAN, EDWARD H JR	1309 WHITE FALL RD	GREYNA, VA 24557
2489-76-8457	CARDWELL, JOHN WAYNE	2655 POWELL CREEK DRIVE	CHARLOTTESVILLE, VA 22911
2499-33-8215	GEORGE, BETTY SUE	2112 CORNER RD	JAVA, VA 24566
2499-18-1854	COWAN, EDWARD H JR	1309 WHITE FALL RD	GREYNA, VA 24557
2499-44-7604	ROBINSON, JOHN W	105 PLEASANT DR	AYDLETT, NC 27916
2499-06-3530	WHITE CATHERINE ESTATE	PO BOX 487	HURT, VA 24563
2499-01-8873	BARLEY, ABRAM	1137 CORNER RD	JAVA, VA 24566
2489-75-6080	BARBOUR, J F	2253 WHITE FALLS RD	GREYNA, VA 24557
2489-85-6240	BARBOUR, RUTH	6312 MILTON STREET	PHILADELPHIA, PA 19138
2499-53-9493	ILLINOIS MUNICIPAL RETIREMENT FUND	PO BOX 1288	MOBILE, AL 36633
2499-43-4396	ROBINSON, JOHN W	105 PLEASANT DR	AYDLETT, NC 27916
2499-12-5751	ASK & C LTD	265 TARGET LANE	HARDY, VA 24101
2499-01-8873	BARLEY, ABRAM	1137 CORNER RD	JAVA, VA 24566
2499-22-8304	FOSTER, JAMES E	653 RIDGECREST DR	DANVILLE, VA 24540
2499-11-3348	ROBERTSON, ALVIN L	1441 CORNER RD	JAVA, VA 24566
2499-44-1064	ROBINSON, JOHN W	105 PLEASANT DR	AYDLETT, NC 27916
2499-46-6853	MOTLEY, NANCIE M	PO BOX 969 ATTN: FRANK WILKERSON	GREENVILLE, SC 29602
2499-08-9453	COWAN, EDWARD H JR	1309 WHITE FALL RD	GREYNA, VA 24557
2499-32-3586	FOSTER, JAMES E	653 RIDGECREST DR	DANVILLE, VA 24540
2499-15-7036	SIMORG SOUTH FORESTS LLC	2005 CORNER RD	MOBILE, AL 36633
2499-01-0451	MCGREGOR, WILLIAM F JR	1340 CORNER RD	JAVA, VA 24566
2489-74-5175	BARBOUR, JOHN W	4022 TOBACCO ROAD	NATHALIE, VA 24577
2499-22-4212	IRANI, RUSTOM J	P.O. BOX 7441	PORTSMOUTH, VA 23707
2499-39-0436	KEY, TOMMY	3520 PEBBLESTONE LN	HIGH POINT, NC 27265

Legend

-  Assessed Parcels
-  Parcels
-  County Boundary



Title:

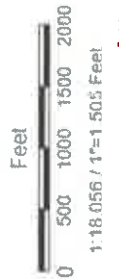
Date: 2/21/2022

10.1.b

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.

Attachment: S-22-004 Kanagy-Mast Concept (3138 : Case S-22-004 Aquillas Kanagy and Jacob Mast)

- Legend**
- Assessed Parcels
 - Parcels
 - County Boundary



Title:

Date: 2/21/2022

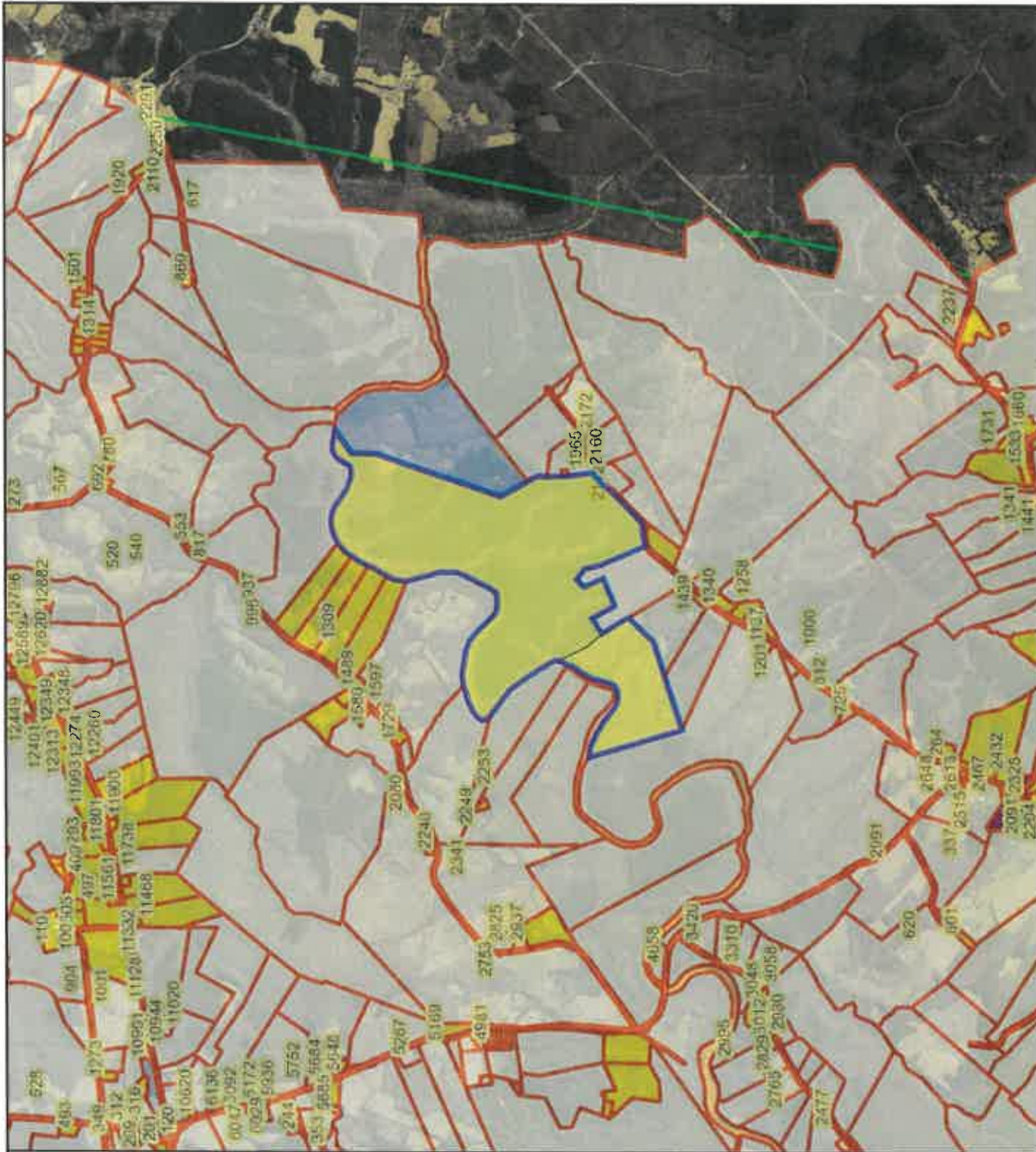
10.1.b

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Attachment: S-22-004 Kanagy-Mast Concept (3138 : Case S-22-004 Aquillas Kanagy and Jacob Mast)

Legend

- Assessed Parcels
- Parcels
- Zoning**
- Unknown
- A-1 = Agricultural District
- B-1 = Business District, Limited
- B-2 = Business District, General
- C-1 = Conservation District
- DZ = Double Zoned Parcels
- M-1 = Industrial District, Light Industry
- M-2 = Industrial District, Heavy Industry
- MHP = Residential Manuf. Housing Park District
- R-1 = Residential Suburban Subdivision District
- RC-1 = Residential Combined Subdivision District
- RE = Residential Estates District
- RMF = Residential Multi-Family Subdivision District
- RPD = Residential Planned Development District
- TZ = Town Zoning
- UK = Unknown
- County Boundary



Title:

Date: 2/23/2022

10.1.c
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Attachment: S-22-004 Kanagy-Mast Map (3138 : Case S-22-004 Aquillas Kanagy and Jacob Mast)



Board of Zoning Appeals

STAFF SUMMARY

Case:	Case S-22-006 Michael Mollohan	District:	Tunstall District Election District
Zoning Request:	SUP		
Agenda Date:	May 09, 2022		
Meeting History:			

SUBJECT

Requested by Michael Mollohan, for a Special Use Permit for a Double-Wide Mobile Home. The property is 0.90 acres, located on Drucker Court in the Tunstall Election District and shown on the Tax Map as GPIN # 1462-67-6364.

BACKGROUND/DISCUSSION

Michael Mollohan is requesting a Special Use Permit to allow for the placement of a double-wide mobile home on his property to be used as a personal residence. Pittsylvania County Code § 35-223 requires a Special Use Permit for mobile homes under the R-1 zoning classification. The property is currently vacant. There are other double-wide mobile homes in the general area. If a Special Use Permit is granted, all applicable setback requirements and Building Code regulations would have to be met before the mobile home could be placed on the property.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Agricultural and Rural Residential.

ZONING OF SURROUNDING PROPERTIES

Mostly surrounded by A-1, Agricultural District, and R-1, Residential Suburban Subdivision District

SITE DEVELOPMENT PLAN

N/A

RECOMMENDATION

Staff recommends APPROVAL of Case S-22-006 as submitted.

PLANNING COMMISSION MOTIONS:

1. Recommend approval of Case S-22-006 as submitted.
2. Recommend denial of Case S-22-006 as submitted.

ATTACHMENTS:

- A. Application

- B. Map
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

PLANNING COMMISSION RECOMMENDATIONS

On April 5, 2022, the Planning Commission recommended by an 8 to 0 vote, with no opposition, that the petitioner's request be granted as submitted.

STAFF SUMMARY

<p><u>CASE</u> S-22-006</p> <p><u>ZONING REQUEST</u> SUP</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Michael Mollohan is requesting a Special Use Permit for a Double-Wide Mobile Home</p> <p>DISTRICT: Tunstall</p>	<p><u>CYCLE</u> April 2022/May 2022</p> <p>PLANNING COMMISSION: April 5, 2022</p> <p>BOARD OF SUPERVISORS: May 17, 2022</p> <p>ADVERTISED: March 23 & 30, 2022 & April 20 & 27, 2022</p>
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SUBJECT

Requested by Michael Mollohan, for a Special Use Permit for a Double-Wide Mobile Home. The property is 0.90 acres, located on Drucker Court in the Tunstall Election District and shown on the Tax Map as GPIN # 1462-67-6364.

BACKGROUND/DISCUSSION

Michael Mollohan is requesting a Special Use Permit to allow for the placement of a double-wide mobile home on his property to be used as a personal residence. Pittsylvania County Code § 35-223 requires a Special Use Permit for mobile homes under the R-1 zoning classification. The property is currently vacant. There are other double-wide mobile homes in the general area. If a Special Use Permit is granted, all applicable setback requirements and Building Code regulations would have to be met before the mobile home could be placed on the property.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Agricultural and Rural Residential.

ZONING OF SURROUNDING PROPERTIES

Mostly surrounded by A-1, Agricultural District, and R-1, Residential Suburban Subdivision District

SITE DEVELOPMENT PLAN

N/A

RECOMMENDATION

Staff recommends APPROVAL of Case S-22-006 as submitted.

PLANNING COMMISSION MOTIONS:

1. Recommend approval of Case S-22-006 as submitted.
2. Recommend denial of Case S-22-006 as submitted.

ATTACHMENTS:

- A. Application
- B. Map
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

Attachment: S-22-006 Mollohan App (3139 : Case S-22-006 Michael Mollohan)

PITTSYLVANIA COUNTY
APPLICATION FOR SPECIAL USE PERMIT

I, Michael Mollohan, as Owner of the below described property, hereby apply to the Pittsylvania County Board of Zoning Appeals to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Michael Mollohan
Address: 905 Reid Street, Danville, VA 24541 Telephone: (434) 228-3440

2. Location of Property: Drucker Court Total Amt: \$ 350.00

3. Tax Map Number 1462-67-6364 Taken By: check# 9476613
MSG

4. Election District: Tunstall

5. Size of Property: 0.90 Acres

6. Existing Land Use: Vacant

Existing Zoning: R-1, Residential Suburban Subdivision District

7. Proposed Land Use: Placement of a Double-Wide Mobile Home

8. Check completed items:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Letter of Application | <input type="checkbox"/> Site Development Plan | <input checked="" type="checkbox"/> Legal Forms |
| <input type="checkbox"/> 11"x 17" Concept Plan | <input checked="" type="checkbox"/> Application Fee | <input checked="" type="checkbox"/> List of Adjoining Properties |
| <input type="checkbox"/> Copy of Plat | <input checked="" type="checkbox"/> Copy of Deed | <input type="checkbox"/> Copy of Deed Restrictions Or Covenants |

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.


Michael Mollohan

OFFICE USE ONLY
Application Deadline: 03/31/22
Received By: ESR
B.Z.A. Meeting Date: 05/11/22

Application No. S-22-006
P.C. Meeting Date: 04/05/22
Date Received: 03/09/2022
Action: _____

Attachment: S-22-006 Mollohan App (3139 : Case S-22-006 Michael Mollohan)

**VIRGINIA:
BEFORE THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY**

A 0.90 acre parcel of land)
generally located on Drucker Court)
within the Tunstall) **PETITION**
Election District, and recorded as)
parcel # 1462-67-6364)
in the Pittsylvania County tax records.)

TO THE BOARD OF ZONING APPEALS OF PITTSYLVANIA COUNTY:

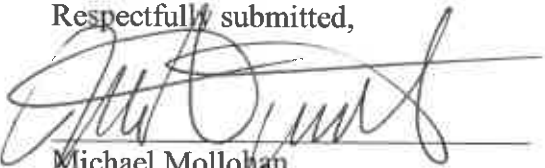
WHEREAS, your Petitioner, Michael Mollohan, respectfully files this petition pursuant to Sections 35-713 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioner is the owner of the above-referenced parcel of land, or is filing with the owner's consent.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as R-1, Residential Suburban Subdivision District.
- (3) Your petitioner now desires to have a Special Use Permit issued to allow for placement of a double-wide mobile home.

WHEREFORE, your Petitioner respectfully requests that the above-referenced parcel of land be issued a Special Use Permit as set out in Number 3.

FURTHER, your Petitioner respectfully requests that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,


Michael Mollohan

Attachment: S-22-006 Mollohan App (3139 : Case S-22-006 Michael Mollohan)

March 9, 2022

Mrs. Emily Ragsdale
Director of Community Development
P. O. Box 426
Chatham, VA 24531

Dear Mrs. Ragsdale:

I, Michael Mollohan, would like to apply to the Planning Commission/ Board of Zoning Appeals for a Special Use Permit on 0.90 acres, located on Drucker Court, in the Tunstall Election District. The property is shown on the Tax Maps as GPIN # 1462-67-6364.

I would like a Special Use Permit to allow for placement of double-wide mobile home.

Sincerely,



Michael Mollohan



OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case S-22-006 Applicant [Signature] Date 3-9-22

Attachment: S-22-006 Mollohan App (3139 : Case S-22-006 Michael Mollohan)

CLR220000824

Recording Requested By:
1st Signature Lending, LLC
Attn: Post Closing
9800 Crosspoint Blvd, Suite 300
Indianapolis, IN 46266

This document was prepared by:
Julie Nicholson

317-827-8797
9800 Crosspoint Blvd, Suite 300
Indianapolis, IN 46256
Return to: Vantage Point TRS, Inc
18187 US 18 W, Floor 3
Clearwater, FL 33764

APN #: 1462-87-6364 &
1462-87-6487

Title Order No.: D-VA843731
Escrow No.: D-VA843731
LOAN #: 200029425

AMOUNT OF CONSIDERATION: \$189,015.00
[Ignore Above Title Line For Recording Data]

DEED OF TRUST

FID Serv No:
644-2410387-793-203B
MINE: 101018E-020029425-7
MENS PHONE #: 1-888-878-6377

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by **MICHAEL CAMDEN MOLLOHAN, MARRIED MAN,**

as Borrower (Trustor), to **Robert Eggball,**

as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc. as beneficiary.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.
(A) "Security Instrument" means this document, which is dated January 31, 2022, together with all riders to this document.
(B) "Borrower" is **MICHAEL CAMDEN MOLLOHAN, MARRIED MAN.**

Borrower is the trustor under this Security Instrument.

VR02010A - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3047.101
Modified for FUA 8/2014 (4-10 Handcock 4000.1)
ICE Mortgage Technology, Inc.

Page 1 of 11



VAEPHANSDR 1120
VADEBDD (C13)
01/31/2022 11:28 AM PST

Return - Vantage Point

(C) "Lender" is 1st Signature Lending, LLC.

LOAN #: 200028425

Lender is a Limited Liability Company, organized and existing under the laws of Indiana. Lenders address is 8000 Crosspoint Blvd, Suite 300, Indianapolis, IN 46256.

(D) "Trustee" is Robert Pearson.

Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is 3417 Peninsula Dr, Richmond, VA 23228.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2020, Wilmington, DE 19801-0202. (F) "Notes" means the promissory note signed by Borrower and dated January 31, 2022. The Note states that Borrower owes Lender ONE HUNDRED EIGHTY NINE THOUSAND FIFTEEN AND

NORITEN ***** Dollars (U.S. \$429,015.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments due to pay the debt in full not later than August 1, 2052.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property"

(H) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

Adjustable Rate Rider Condominium Rider Planned Unit Development Rider Other(s) (specify) Manufactured Home Rider, Manufactured Home Affidavit of Affixture, Constructed/Permanent Loan Rider to Security Instrument

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2801 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a federally related mortgage loan even if the loan does not qualify as a federally related mortgage loan under RESPA.

VIRGINIA - Single Family - Firewise Rebuildable Wood UNIFORM INSTRUMENT Form 3047 1/07

Page 2 of 11



VIRGINIA - 1180 VAP0020 (CLB) 01/12/2022 11:24 AM PST

LOAN #: 201029426

(R) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
(S) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successor and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Pitney/Vernia (Name of Recording Jurisdiction): [Type of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 1462-67-6364 & 1462-67-6487

which currently has the address of 127 Drucker Ct, Dry Fork, Virginia 24549 (Zip Code) (Property Address):

[Sheet [City/County]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter attached to the property. All right to the property shall also be covered by this Security Instrument. All of the property shall be held in the Security Instrument as the "Property". Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT complies with uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer. Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in

VIRGINIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3047 (01)

Page 3 of 11



VASTRA/MSDE 1180
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07/31/2022 01:26 PM EST

LOAN #: 2000294225

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, less-amount payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these liens are Escrow Items, Borrower shall pay them in the manner provided in Section 5.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remapping or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

Notice of insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee. If Lender acquires additional loss payee, Lender shall have the right to void the policies and renewal removed notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to or destruction of the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or loss payee.

In the event of loss, Borrower shall give prompt notice to the fire, insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible, and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given, in either event, or if Lender acquires the Property under Section 24 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund or unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the



LOAN #: 2000294225

coverage of the Property, Lender may use the Insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting in the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (a) failed to provide Lender with material information) in connection with the Loan, Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Preservation of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) the lender is legal proceedings that might significantly affect Lender's interest in the Property and/or rights under the Security Instrument, (c) the lender has a pending bankruptcy, probate, foreclosure or other turn, for enforcement of a lien which has a priority over the Property, then Lender may, at its option, take any reasonable or appropriate action to protect Lender's interest in the Property and rights under this Security Instrument, including proceeding and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

10. Assignment of Miscellaneous Proceeds: Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured



LOAN #: 200029425

principal owed under the Note or by making a direct payment to Borrower; if a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address; if Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17 "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or security agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, then any security interest in the Property or any interest in the Property shall be void. However, this applies only to security interests in the Property or any interest in the Property that are created by Borrower. If Lender exercises this option, Lender shall give Borrower written notice of the exercise of this option within 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstatement After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no accelerations had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will prejudice foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check; bank check; treasurer's check or cashier's check; provided any such check is drawn upon an institution whose deposits are insured by a federal agency; instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. **Sale of Note; Change of Loan Servicer; Notice of Grievances.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be



LOAN #: 200029425

one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information FESIPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection; (c) "Environmental Law" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products). Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

(a) Default. Lender, except as limited by regulations issued by the Secretary, in the case of payment defaults, requires the Borrower to pay in full any monthly payment required by the Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341 (g) of the Garn-SX German Depository Institutions Act of 1992 (12 U.S.C. 1701f-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive the rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights. In the case of payment defaults, to require immediate payment in full and foreclosure if not paid, this Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.



NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows: LOAN #: 200029425

23. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only; to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Section 23.

Lender shall not be required to either upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. Application of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

24. Acceleration Remedies: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give to Borrower, the owner of the Property, and all other persons, notice of sale as required by Applicable Law. Trustee shall give public notice of sale by advertising, in accordance with Applicable Law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the Trustee deems advisable. Trustee may sell the Property on the sixth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property with special warranty of title. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to discharge the expenses of executing the trust, including a reasonable commission to Trustee; (b) to discharge all taxes, levies, and assessments, with costs and interest if these costs have priority over the lien of this Security Instrument, including the due pro rata thereof for the current year; (c) to discharge in the order of their priority, if any, the remaining debts and obligations secured by this Security Instrument, and any liens of record inferior to this Security Instrument under which sale is made, with lawful interest; and, (d) the residue of the proceeds shall be paid to Borrower or Borrower's assigns. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at the sale.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Section 22, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Section 24 or applicable law.

25. Releasees. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only

VIROVANA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3047 1/01
Modified for FHA, 8/2014 (FHUD Handbook 4000.1) Page 10 of 11
ICE Mortgage Technology, Inc.



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LOAN #: 200029425

If the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

28. Substituted Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL ON THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

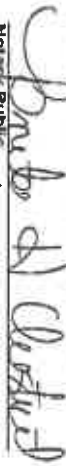

MICHAEL C MOLLOHAN

1-31-22 (Seal)
DATE

STATE OF VIRGINIA
COUNTY ss: Dorset Co

The foregoing instrument was acknowledged before me this 31st day of January, 2022 (date) by MICHAEL C MOLLOHAN (name of person acknowledged).




Notary Public
7535818
My commission expires: 12-31-2022

Lender: 1st Signature Lending, LLC
NMLS ID: 27820
Loan Originator: Ruth Noemi Quiñones
NMLS ID: 2021013



Exhibit "A"

The following lots or parcels of land, together with improvements thereon and appurtenances thereto belonging, lying and being in Pittsylvania County, Virginia, and more particularly described as follows:

All of Lot 35, containing 0.90 acre, and Lot 36, containing 0.77 acre, as shown on a Plat entitled 'PRELIMINARY PLAT OF GREEN ACRES II PREPARED FOR CHARLES W. PRITCHETT AND NANCY T. PRITCHETT', Sheet 1, dated August 13, 1997, signed September 5, 1997, by Robert K. Russell, Land Surveyor, a copy of which is recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, at page 189G, to which Plat reference is hereby made for a more particular description of the realty herein conveyed.

Commonly known as: 127 Drucker Court, Dry Fork, VA 24549
Parcel ID #: 1462-67-6364 & 1462-67-5487

LOAN #: 200029425

(b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affixed to and part of the real property legally described herein.

(c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Home has been delivered and installed to their satisfaction and is free from all defects.

C. RESPONSIBILITY FOR IMPROVEMENTS:

Note Holder/Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

D. INVALID PROVISIONS:

If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

By signing this, Borrower(s) agree to all of the above.



1-31-22 (seat)
DATE

DATE

ICE Mortgage Technology Inc.

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01/31/2022 01:28 PM PST



This document was prepared by:
Julie Nicholson
317-927-6797

LOAN #: 200029425
MANUFACTURED HOME AFFIDAVIT OF AFFIXATION RIDER

STATE OF VA
COUNTY OF Pittsylvania

This Manufactured Home Affidavit of Affixation is made this 31st day of January, 2022 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to 1st Signature Lending, LLC, a Limited Liability Company

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath states as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

New Used _____ Year 2021 Length _____ Width _____

Manufacturer/Make Pure Home

Model Name or Model No. 28563U

Serial No. _____

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) _____

Certificate of Title Number _____

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

ICE Mortgage Technology, Inc.

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GM/AN/RDU (CLB)
01/31/2022 01:28 PM PST

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act. LOAN #: 200828425

3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the consumer manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.

4. The Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.

5. The Home is or will be located at the following "Property Address":
127 Drucker Ct., Dry Fork

Pittsylvania, VA 24549 (Street or Route, City)
(County) (State, Zip Code)

6. The legal description of the Property Address ("Land") is typed below or please see attached legal description.
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A."

7. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.

8. The Home is or shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immovable fixture and a permanent improvement to the Land.

9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

ATTENTION COUNTY CLERK: This instrument conveys goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

KCE Mortgage Technology, Inc.

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10. The Home is subject to the following security interests (each, a "Security Interest"): LOAN #: 200029425

1st Signature Lending, LLC Name of Lienholder

Address: 9800 Crosspoint Blvd, Suite 300
Indianapolis, IN 46256

Address:

Original Principal Amount Secured: \$ 189,015.00 Original Principal Amount Secured: \$

11. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:

(a) All permits required by governmental authorities have been obtained;

(b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land; All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty;

(c) If piers are used for the Home, they will be placed where recommended by the Home manufacturer;

(d) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and

(e) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.

12. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.

13. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.

14. The Homeowner hereby initials one of the following choices, as it applies to title to the Home:

A. The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.

B. The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.

C. The manufacturer's certificate of origin and/or certificate of title to the Home shall be has been eliminated as required by applicable law.

D. The Home shall be covered by a certificate of title.

15. This Affidavit is executed by Homeowner pursuant to applicable state law.

ATTENTION COUNTY CLERK: This instrument conveys goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

ICE Mortgage Technology, Inc. Page 3 of 5



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01/31/2022 01:28 PM PST

LOAN #: 200028428
This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

Michael C. Mollohan
MICHAEL C MOLLOHAN 1/31/22 (See)
DATE

STATE OF VIRGINIA
COUNTY se: DOMINION

The foregoing instrument was acknowledged before me this 31 day of January, 2022 (date) by MICHAEL C MOLLOHAN (name of person acknowledged).

Bonita H Chestnut
Notary Public
7553816
My commission expires: 12/31/2022



ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

ICE Mortgage Technology, Inc. Page 4 of 5
GMANARDU 1117
GMANARDU (CLS)
01/31/2022 07:26 PM PST



LOAN#:
200029425

IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain
Permanently Attached to the Land and that the Home be an Inmovable Fixture and not as personal
property.

1st Signature Lending, LLC, a Limited Liability Company

Lender

David Arzyzaga

By: Authorized Signature

STATE OF: Hamilton

COUNTY OF: Indiana

} SS.:

On the 31 day of February in the year 2022 before me, the undersigned, a
Notary Public in and for said State, personally appeared

David Arzyzaga

personally known to me or proved to me on the
basis of satisfactory evidence to be the individual(s) whose name(s) I (are) subscribed to the
with in instrument and acknowledged to me that he/she/they executed the same in his/her/
their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s),
as the person on behalf of which the individual(s) acted, executed the instrument.

Notary Signature

Official Seal:

Notary Public, State of IN
Qualified in the County of Madison
My Commission Expires: 02/14/2029



ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land
described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Ellie Mae, Inc.

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GRANARDU 1117
SERIALIZED (C13)
0023/2021 08:38 AM PST



LOAN #: 200028425
MIN: 1010185-0200029425-7

**CONSTRUCTION/PERMANENT LOAN
RIDER TO SECURITY INSTRUMENT
(INCLUDING SECURITY AGREEMENT)**
(To be attached to and recorded with this Security Instrument)

THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (this "Rider") is made on January 31, 2022 and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of the same date, to which this Rider is attached ("this Security Instrument"), given by the undersigned ("Borrower") for the benefit of 1st Signature Lending, LLC, a Limited Liability Company

("Lender") to secure Borrower's Note to Lender and the Construction Loan Addendum to Note, both of the same date (collectively, the "Note") and covering the property described in this Security Instrument (the "Property"). All terms defined in the Note and elsewhere in this Security Instrument shall have the same meaning in this Rider.

IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THIS SECURITY INSTRUMENT, Borrower and Lender further covenant and agree as follows:

1. **Construction Loan Agreement.** The Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for construction of certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest as provided in the Note, and all renewals, extensions, and modifications of the Note; (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, the Loan Agreement and all other documents pertaining to the Loan (the "Loan Documents"); and (c) the payment of all other sums, with interest at the Note Rate, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all covenants, conditions and agreements of the Loan Agreement, the principal and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, and subject to any right of Borrower to cure Borrower's default, become immediately due and payable in full.

2. **Future Advances.** During the Construction Loan Phase, interest will accrue on the outstanding principal according to the terms set forth in the Note. Provided there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, and provided Borrower has satisfied all conditions precedent required for an advance under the Loan Documents, Lender is legally obligated to make advances of principal upon application therefor by Borrower in accordance with the provisions of the Note and the Loan Agreement up to a maximum principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in this Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by the Security Instrument and may occur for a period up to the end of the Construction Loan Phase, but in no event after 6 months from the date of this Rider.

THIS IS A CREDIT LINE DEED OF TRUST

The maximum amount secured hereby at any one time is \$189,815.00. The Noteholder's address to which any notice or communication permitted to be given pursuant to the provisions of § 55-58.2 of the Code of Virginia of 1950, as amended, may be mailed or delivered is 9800 Crosspoint Blvd, Suite 309 Indianapolis, IN 46255

3. **Assignment of Rights or Claims.** From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary public, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.

Virginia - Construction/Permanent Loan Rider to Security Instrument
1st Signature Technology, Inc. Page 1 of 3



VAONSTRPDU 0716
GONSTRPRLU (CLB)
01/31/2022 01:28 PM PST

LOAN #: 200029425

4. **Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.

5. **Permanent Mortgage Date.** On the day the Construction Loan Phase ends, the loan evidenced by the Note will become a permanent mortgage loan (the "Permanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note.

6. **Occupancy.** Section 6 of this Security Instrument is amended and restated to read as follows: Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the Permanent Mortgage Date and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Security Agreement and Financing Statement**

a. The property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property or the improvements, and all replacements of and accessories to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

b. This Security Instrument is and shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning or effect of the state laws, as well as a document granting a lien upon and against the Real Property, whether by deed, mortgage, or other instrument, or under judgment of a court, or otherwise, all of the Real Property and personal property, at the option of Lender, be sold as a whole or in parcels. It shall not be deemed to have been assigned to Lender, or to have been assigned to any part thereof, Lender, as well as Trustee, in accordance with the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws, in addition to and not in limitation of the other rights and remedies afforded Lender, upon default, under this Security Instrument. To the extent permitted by applicable law, Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender, legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

c. Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under applicable state laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable state laws) a financing statement.

d. Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for Borrower.

8. **Invalid Provisions.** If any one or more of the provisions of this Security Instrument, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Security Instrument and all other applications of any such provision shall not be affected thereby.



9. Addressee:
The name and address of the Borrower is:
Michael C Mollohan
905 Reid Street
Danville, VA 25441

LOAN #: 208025425

The name and address of the Lender/Secured Party is:
1st Signature Lending, LLC, a Limited Liability Company
9800 Crosspoint Blvd, Suite 300
Indianapolis, IN 46256

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.


MICHAEL C MOLLOHAN
1-31-22 (Seal)
DATE

ATTENTION COUNTY CLERK, This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Security Instrument but also as a financing statement covering Goods that are or are to become fixtures on the Property described herein. The mailing address of the Borrower (Debtor) and Lender (Secured Party) are set forth in this Security Instrument.

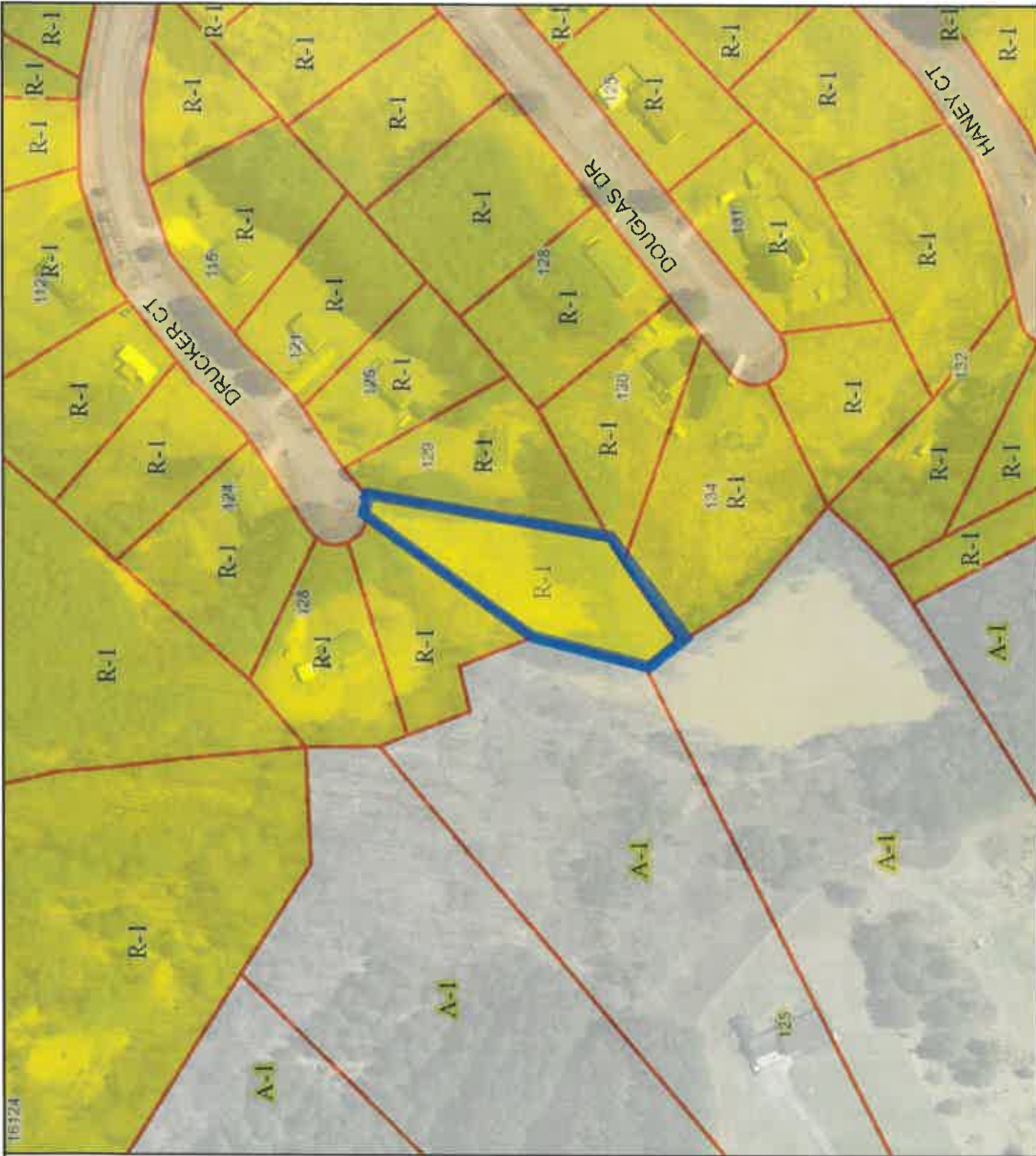
INSTRUMENT 220000824
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY CIRCUIT DN
FEBRUARY 15, 2022 AT 02:03 PM
MARK W. SCARDE, CLERK
RECORDED BY: SXA



GPIN	ACCOUNT_NAME1	ACCOUNT_ADDR1	ACCOUNT_CSZ
1462-67-6364	MARTIN, STEVEN A	161 BLACK OAK LN	CROSSVILLE, TN 38555
1462-67-8250	RUST, JAMES D	130 DOUGLAS DR	DRY FORK, VA 24549
1462-66-2855	JENSEN, NANCY HALL	1232 KENTUCK CHURCH RD	RINGGOLD, VA 24586
1462-67-7059	SHIVELY, CHRISTOPHER BRANDON	3741 KEELING DR	KEELING, VA 24566
1462-67-2106	HALL, TRACY S	125 PRITCHETT FARM RD	DRY FORK, VA 24549
1462-67-7398	SOYARS LARRY J DECLARATION TRUST DTD 8/9/11 ET ALS	105 HEMLOCK DR	DANVILLE, VA 24540

Legend

- Assessed Parcels
- Parcels
- Zoning
 - Unknown
 - A-1 = Agricultural District
 - B-1 = Business District, Limited
 - B-2 = Business District, General
 - C-1 = Conservation District
 - DZ = Double Zoned Parcels
 - M-1 = Industrial District, Light Industry
 - M-2 = Industrial District, Heavy Industry
 - MHP = Residential Manuf. Housing
 - Park District
 - R-1 = Residential Suburban
 - Subdivision District
 - RC-1 = Residential Combined Subdivision District
 - RE = Residential Estates District
 - RMF = Residential Multi-Family Subdivision District
 - RPD = Residential Planned Development District
 - TZ = Town Zoning
 - UK = Unknown
 - County Boundary



Title:

Date: 3/9/2022

10.2.b

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how curve it may be.

Attachment: S-22-006 Mollohan Map (3139 : Case S-22-006 Michael Mollohan)