# EDWARD J. WHITE ATTORNEY AT LAW 118 SOUTH ROYAL STREET ALEXANDRIA, VIRGINIA 22314

TELEPHONE 836-5444

April 16, 1988

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Mrs. Jean M. O'Connell Trustees of the Harold O'Connell Trust HADRED TO ME APRIL 20, 1988, BY MR WOLLTE, IN OLLS OFFICE. Method M. Nowel

TO: EDWARD J. WHITE

For professional services rendered re: sale of 6541 Franconia Rd. 6.65 hours at \$105.00 per hour express mail and long distance		\$698.25	
TOTAL		\$713.00	
DATE	ACTION	TIME	
3/18/88 4/6 4/11	Draft note & trust PC PC	1.20 .10 .25	
4/14	PC atty negotiation & redraft LDPC St. Louis	1.75	\$ 4.00
4/15 4/16	Redrafting Redrafting, PC, Exp mail	1.00 .75	10.75
4/18 4/19	PC Redrafting	.10 .50	
4/21	Settlement	1.00	
TOTALS		6.65	\$14.75

#### DEED OF BARGAIN AND SALE

THIS DEED, made this 2/s7 day of April, 1988, by and between JEAN MINER/O'CONNELL, unmarried; and ANTHONY M./O'CONNELL and HERBERT A./HIGHAM, Trustees of the Trust established by the Will of the late Harold A./O'Connell, hereinafter called Grantors; and/LYNCH PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, hereinafter called Grantee, provides:

That for \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, the aforementioned Trustees hereby grant, bargain, sell and convey with Special Warranty, and the aforementioned Jean Miner O'Connell hereby grants, bargains, sells and conveys with General Warranty of title unto the Grantee, the following real estate, located in Fairfax County, Virginia, containing 3.23987 acres:

Beginning at a point marking the intersection of the Easterly right-of-way line of Frontier Drive (Route #2677) and the Southerly right-of-way line of Franconia Road (Route #644), thence with the Southerly right-of-way line of Franconia Road S 86° 51′ 59″ E, 369.48 feet, to a point marking a Northwesterly corner of the property of the County School Board of Fairfax County; thence with the boundary of said School Board S 00° 49′ 33″ W. 374.84 feet to a concrete monument; and N 89° 10′ 27″ W, 369.18 feet, to a point on the aforementioned right-of-way line of Frontier Drive; thence with said right-of-way line of Frontier Drive N 00° 49′ 33″ E, 389.72 feet to the point of beginning, containing 3.23987 acres of land.

AND BEING the same property conveyed to Harold A. O'Connell and Jean M. O'Connell, his wife, as joint tenants with the common law right of survivorship by deed recorded in Deed Book A-13 at Page 37. Whereas by Deed of Partition recorded in Deed Book 4026 at Page 454, the property was reconveyed to Harold A. O'Connell as to an undivided one-half interest and to Jean M. O'Connell, as to an undivided one-half interest, whereas, Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead.

This conveyance is made subject to all recorded conditions, restrictions and easements affecting the property hereby conveyed.

The Trustee Grantors covenant that they have the right to convey such lands to the Grantee; that they have done no act to encumber such lands. Jean Miner O'Connell covenants that she has the right to convey such lands to the Grantee; that she has done no act to encumber such lands; that the Grantee shall have quiet possession of such lands free from all encumbrances; and that she will execute such further assurances of such lands as may be requisite.

WITNESS the following signatures and seals:

JEAN MINER O'CONNELL	(SEAL)
ANTHONY M. O'CONNELL, TRUSTEE	(SEAL)
Miduil (2 High	(SEAL)

COMMONWEALTH OF VIRGINIA COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Jean Miner O'Connell, whose name is signed to the foregoing instrument bearing date of April 31, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this \_\_\_\_\_\_\_ day of April, 1988.

Notary Public

My Commission Expires: 18 69

COMMONWEALTH OF VIRGINIA COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Herbert A. Higham, Trustee, whose name is signed to the foregoing instrument bearing date of April 31, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 2/5t day of April, 1988.

Notary Public

My Commission Expires: 10.15.91

STATE OF VIRGINIA CITY/COUNTY OF \_\_\_\_\_\_\_, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Anthony M. O'Connell, Trustee, whose name is signed to the foregoing instrument bearing date of April 1988, has acknowledged the same before me in my jurisdiction aforesaid.

Notary Public

My Commission Expires:

RECORDED W/CERTIFICATE ANNEXED

APR 22 1988

FAIRFAX COUNTY, VA.

CLERK

-3-

A COPY TESTE: JOHN T. FREY, CLERK

Deputy Clerk

#### DEED OF TRUST

THIS DEED OF TRUST made this 21st day of April, 1988, by and between E. W. LYNCH and WAYNE M. LYNCH, Trustees for LYNCH PROPERITES LIMITED PARINERSHIP, a Virginia limited Partnership, acting under a certain trust agreement recorded among the land records of Fairfax County in Deed Book 5605 at page 1400; hereinafter referred to as "Borrower"; and EDWARD J. WHITE of Alexandria and RICHARD G. WOHLIMAN of Fairfax County, either of whom may act, hereinafter referred to as "Trustees"; and the Beneficiaries, Jean Miner O'Connell; and Anthony M. O'Connell and Herbert A. Higham, Trustees under the trust established by the Will of Harold M. O'Connell; hereinafter collectively referred to as "Noteholder", provides:

Borrower, in consideration of the indebtedness recited herein and the trust created herein, irrevocably grants and conveys to the Trustees, IN TRUST, with general warranty, the following described property located in the County of Fairfax, Virginia:

Beginning at a point marking the intersection of the Easterly right-of-way line of Frontier Drive (Route #2677) and the Southerly right-of-way line of Franconia Road (Route #644), thence with the Southerly right-of-way line of Franconia Road S86° 51′ 59″ E, 369.48 feet, to a point marking a Northwesterly corner of the property of the County School Board of Fairfax County; thence with the boundary of said School Board S 00° 49′ 33″ W. 374.84 feet to a concrete monument; and N 89° 10′ 27″ W, 369.18 feet, to a point on the aforementioned right-of-way line of Frontier Drive; thence with said right-of-way line of Frontier Drive N 00° 49′ 33″ E, 389.72 feet to the point of beginning, containing 3.23987 acres of land.

which has the address of 6541 Franconia Road, Springfield, Va. 22150.

Together with all improvements and fixtures now or hereafter erected on the property, and all easements, rights and rent (subject however to the rights given to the Noteholder herein to collect and apply such rents) now or hereafter attached to the property ("the property"),

TO SECURE to the Noteholder the repayment of the indebtedness evidenced by Borrower's two notes dated April 21, 1988. Note No. 1 is in the principal sum of SIX HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED FORTY and 86/100 Dollars (\$625,940.86) with interest thereon. Note No. 2 is in the principal sum of FIVE HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED FORTY SIX and 51/100 Dollars (\$535,346.51) with interest thereon. Both of these notes provide for two annual payments of interest only, which payments shall be due on the first and second yearly anniversaries after the date of this instrument, with the balance due and payable thereafter in five equal annual payments of principal plus accrued interest thereon, the payment of all other sums, with interest thereon, advanced under the terms of this trust to protect the security of the trust; and the performance of the covenants and agreements of the Borrower.

This trust shall be due and payable in full with interest accrued on April 21, 1995.

Borrower covenants that he is lawfully seised of the property hereby conveyed and has the right to convey the property, that the property is unencumbered, and that the Borrower will warrant and defend the title to the property against all claims and demands, subject to any easements or restrictions of record listed in an any title insurance policy insuring Noteholder's interest.

The Borrower, for himself and his successors and assigns, covenants and agrees as follows:

- 1. Payment. That he will pay when due, the indebtedness secured hereby, and all taxes, assessments and charges relating to the property, and all other sums required to be paid by him under the terms of the note or this Deed of Trust, including costs, expenses and attorney's fees incurred by the Trustees or the Noteholder with respect to this trust, the note or the property herein described; and in the event of default of any payment, the Noteholder may pay the same and any sum so paid shall be added to the debt hereby secured, shall be payable on demand, and shall bear interest at the rate specified in the note secured hereby.
- 2. Application of Payments. All payments after the first two annual payments of interest, shall be applied first to the interest due and then to the principal of the note.
- 3. Borrower not Released. Extension of time for payment or modification of any amortization schedule to any successor in interest of Borrower shall not operate to release in any manner, the liability of the original Borrower or his successors in interest.
- 4. Duties of Trustees. The Trustees, without obtaining the prior consent of the Noteholder, shall upon request, release from this trust without curtailment and at no cost to Borrower, land to be dedicated to public use including, but not limited to: streets, public utilities, sanitary sewer, water, storm sewer, etc.; and in addition, the Trustees shall sign such plats of subdivision and resubdivisions as desired by Borrower as long as said subdivision and resubdivisions meet the requirements of Fairfax County.
- 5. Successors and Assigns. All terms herein shall be binding upon all of the respective successors and assigns of the Borrower and Noteholder.
- 6. Preservation of Property. That he will keep the property in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted; and that he will not act or fail to act in any manner which will jeopardize the lien of the Deed of Trust. It is the intent of the Borrower to demolish the existing dwelling house on the property to enable Borrower to improve the property. If the property is a condominium or other property subject to Owner's Association covenants, regulations and by-laws, Borrower shall perform all obligations under such documents.
  - 7. Insurance. That he will maintain liability insurance on the

property in the amount of \$1,000,000.00, and will pay, when due any premiums. All insurance shall be carried in companies reasonably approved by the Noteholder and the certificates of insurance shall be held by the Noteholder and shall contain loss payable clauses in favor of the Noteholder.

8. Condemnation. That the proceeds of any award or claim for damages in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned to the Noteholder.

In the event of a total taking of the property, the proceeds shall be applied to the indebtedness with any excess paid to the Borrower. In the event of a partial taking of the property, unless Borrower and Noteholder otherwise agree in writing, there shall be applied to the indebtedness such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this trust immediately prior to the date of taking bears to the fair market value of the property immediately prior to the date of taking with the balance of the proceeds paid to the Borrower.

Unless otherwise agreed in writing such application of condemnation proceeds to the sums due on this trust shall not extend the due date of payments or change the amount of such payments.

- 9. Inspection. Noteholder may make or cause to be made, reasonable inspections of the property upon prior notice to Borrower specifying the reasonable cause therefor.
- 10. Assignment of Rents. As additional security, Borrower hereby assigns to Noteholder the rents of the property, provided that Borrower, shall prior to acceleration or abandonment of the property, have the right to collect and retain such rents as become due and payable. Noteholder shall be liable to account only for those rents actually received.
- 11. Transfer of Property; Assumption. If all or any part of the property or an interest therein is sold or transferred by Borrower without Noteholder's prior written consent, excluding: (a) the creation of a lien subordinate to this trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant (d) the grant of a leasehold interest of three years or less not containing an option to purchase; (e) a transfer or sale to a partnership or joint venture in which borrower is a partner or joint venturer; Noteholder may at its option, declare all sums secured hereby immediately due and payable.

NOTICE; THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED. SUBJECT TO THE PROVISIONS ABOVE.

12. Default and Foreclosure. Failure by the Borrower to perform any of his obligations under this trust or under the note shall constitute a default and all indebtedness secured shall become immediately due and payable in full at the option of the Noteholder upon written notice to the Borrower of default and acceleration. Any time thereafter, at the request of the Noteholder, the Trustees shall sell the property at public auction, at such time and place and

upon such terms and conditions as the Trustees shall deem best for the interest of all concerned. Advertisement shall be for four successive weeks in a newspaper of general circulation in the county or the city in which the property is located. The Trustees may postpone the sale by public announcement at the time and place of any scheduled sale or by advertising the postponement for two successive weeks in a newspaper as defined above. In case of default by the purchaser, the Trustees shall resell upon such public notice as they shall determine. Upon compliance by the purchaser with the terms of sale, and upon judicial approval as may be required by law, the Trustees shall convey such land in fee simple with Special Warranty to the purchaser at his cost. The purchaser shall not be liable to see to the application of the purchase money.

From the proceeds of sale shall be paid: FIRST, all costs including but not limited to court costs, advertising costs, auctioneer's fees, title correction expenses, bond premiums and attorney's fees, and all monies advanced for taxes, assessments and insurance, with interest thereon at the rate specified in the note. The trustees shall be entitled to a commission of 5% of the sale price; SECOND, to pay the unpaid principal balance of the note, whether the same shall be due or not; THIRD, to pay in priority, liens of record against the property; FOURIH, to pay any sums of the sale proceeds as shall remain to the Borrower, his heirs and assigns.

If the property is advertised for sale and not sold, the Borrower shall pay all costs in connection therewith as such costs are delineated above, AND a Trustees' commission of 2 1/2% of the unpaid principal balance, and the same shall be secured in a like manner as other expenses relating to the execution of this trust and bear interest at the rate stated on the note. In no event shall the total commissions to the Trustees exceed 5% of the sale price of the property.

Upon a sale by the Trustees, a bidders deposit of 10% of the original indebtedness may be required.

- 13. Forbearance by Noteholder not a Waiver. Any forbearance by Noteholder in exercising any right or remedy shall not constitute of waiver of such rights or remedies.
- 14. Remedies Cumulative. All remedies herein provided are distinct and cumulative to any other right or remedy under this trust or afforded at law or in equity and may be exercised concurrently, independently or successively, including the right of the Noteholder to sue for a deficiency judgment after foreclosure in the event the debt is not satisfied therein.
- 15. Substitution of Trustees. The Noteholder may in its discretion remove the Trustees and appoint new Trustees according to law.
- 16. Release. Upon payment of all sums secured hereby, the Borrower shall be entitled to release of the lien of this Trust and return of any note. Borrower shall pay the Noteholder's fee for release and the recording fee for the release.
- 17. Homestead Exemptions. Borrower hereby waives the benefit of all Homestead Exemption laws to the extent that such laws may be waived.
  - 18. Construction. In the construction of this instrument, when

reference is made to the parties herein, the singular shall encompass the plural, and the masculine gender shall encompass the feminine and partnerships, Trustees and corporations.

19. Non Recourse Loan. Notwithstanding anything herein to the contrary, Borrower and its partners shall have no personal liability for the payment of the Note, and Noteholder shall look solely to the property and other assets conveyed by this Deed of Trust and to the security provided by other instruments securing the Note and proceeds thereof for the payment of all indebtedness. However, the foregoing shall not be deemed to preclude an action for specific performance or injunctive relief, nor shall Noteholder be deemed prohibited from naming Borrower and/or its partners in any action to enforce its remedies hereunder (subject to the foregoing exculpation from personal liability).

The foregoing limitations of Borrower's and its partners' personal liability shall not impair the validity of the Note or the lien created hereby or the right of the Noteholder and the Trustees to foreclose and/or enforce rights with respect to the property and other assets encumbered hereby.

20. Law Comtrolling. This Deed of Trust shall be governed by the laws of the Commonwealth of Virginia.

WITNESS the following signature and seal:

LYNCH PROPERTIES LIMITED PARTNERSHIP

By S. W. Veych Tr. Trustee (SE

By Warne M. Inch. Trustee (SEAL)

COMMONWEALTH OF VIRGINIA, COUNTY FAIRFAX, to wit:

The foregoing Deed of Trust dated April 21, 1988 was acknowledged before me, a Notary Public, for the jurisdiction aforesaid, by E. W. Lynch, Jr., Trustee, on behalf of LYNCH PROPERTIES LIMITED PARTNERSHIP, this 2/5+ day of April, 1988.

Mofary Public

My commission expires: (0-15-9)

COMMONWEALTH OF VIRGINIA, COUNTY FAIRFAX, to wit:

The foregoing Deed of Trust dated April 21, 1988 was acknowledged before me, a Notary Public, for the jurisdiction aforesaid, by Wayne. M. Lynch, Trustee, on behalf of LYNCH PROPERTIES LIMITED PARTNERSHIP, this 2/5+ day of April, 1988.

Notary Public

My commission expires: 10-15-9|

#### DEED OF TRUST NOTE No. 1

\$625,940.86

McLean, Virginia

April 21, 1988

FOR VALUE RECEIVED, the undersigned promises to pay to the order of JEAN MINER O'CONNELL the principal sum of SIX HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED FORTY and 86/100 Dollars (\$625,940.86) with interest thereon computed at the rate of nine per cent (9%) per annum at such place and to such persons or entities, as the holder shall designate, in two annual payments of interest only, which payments shall be due on the first and second yearly anniversaries after the date of this instrument, and with the balance due and payable thereafter in five equal annual payments of principal plus accrued interest thereon, which payments shall be due and payable on the third, fourth, fifth, sixth and seventh anniversary dates thereafter.

The entire sum of principal and interest shall be due and payable in full on April 21, 1995.

If any installment of principal and/or interest under this note is not paid when due and remains unpaid after a date specified by notice to the borrower, the entire amount of principal and unpaid interest shall be due and payable in full at the option of the holder. The date specified shall not be less than thirty (30) days from the date the notice is mailed. In the event that suit is brought to collect this note, the holder shall be entitled to collect all the costs of such suit, including, but not limited to reasonable attorney's fees.

The borrower shall pay to the holder a late charge of 5% of any installment not received by the holder within 15 days of the date the installment is due.

The undersigned reserves the privilege of prepaying this Note in full or in part at any time without premium or fee for such prepayment.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers hereof and shall be binding upon them and their successors and assigns.

Notwithstanding any other provisions herein contained to the contrary, the undersigned shall have no personal liability for

payment of the principal or interest of this Note. This provision shall not release the undersigned from liability for the performance of its other obligations hereunder.

This Note shall be governed by the laws of the Commonwealth of Virginia.

LYNCH PROPERTIES LIMITED PARTNERSHIP

By Lynch, Jr., General Partner (SEAL)

Wayne/M. Lynch, General Partner

This is to certify that this is the Note described as Note No. 1, in a Deed of Trust dated April 21, 1988 on property located in Fairfax County, Virginia.

Notary Public

My commission expires: 10-15-91

This is a certified true copy of the original Deed of Trust Note No. 1. Certified on this first day of October, 1991.

Notary Public

My commission expires on: March 20, 1992.

### DEED OF TRUST NOTE No. 2

\$535,346.51

McLean, Virginia

April 21, 1988

FOR VALUE RECEIVED, the undersigned promises to pay to the order of ANTHONY M. O'CONNELL AND HERBERT A. HIGHAM, Trustees under the trust established by the Will of Harold M. O'Connell; the principal sum of FIVE HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED FORTY SIX and 51/100 Dollars (\$535,346.51) with interest thereon computed at the rate of nine per cent (9%) per annum at such place and to such persons or entities, as the holder shall designate, in two annual payments of interest only, which payments shall be due on the first and second yearly anniversaries after the date of this instrument, and with the balance due and payable thereafter in five equal annual payments of principal plus accrued interest thereon, which payments shall be due and payable on the third, fourth, fifth, sixth and seventh anniversary dates thereafter.

The entire sum of principal and interest shall be due and payable in full on April 21, 1995.

If any installment of principal and/or interest under this note is not paid when due and remains unpaid after a date specified by notice to the borrower, the entire amount of principal and unpaid interest shall be due and payable in full at the option of the holder. The date specified shall not be less than thirty (30) days from the date the notice is mailed. In the event that suit is brought to collect this note, the holder shall be entitled to collect all the costs of such suit, including, but not limited to reasonable attorney's fees.

The borrower shall pay to the holder a late charge of 5% of any installment not received by the holder within 15 days of the date the installment is due.

The undersigned reserves the privilege of prepaying this Note in full or in part at any time without premium or fee for such prepayment.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers hereof and shall be binding upon them and their successors and assigns.

Notwithstanding any other provisions herein contained to the

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contrary, the undersigned shall have no personal liability for payment of the principal or interest of this Note. This provision shall not release the undersigned from liability for the performance of its other obligations hereunder.

This Note shall be governed by the laws of the Commonwealth of Virginia.

LYNCH PROPERTIES LIMITED PARTNERSHIP

By Sw. Lynch Jr. Several Partner (SEAL)

By Way as a Lynch, General Partner

This is to certify that this is the Note described as Note No. 2, in a Deed of Trust dated April 21, 1988 on property located in Fairfax County, Virginia.

Notary Public

My commission expires: 10-15-91

for in full d'onell,

## EDWARD J. WHITE ATTORNEY AT LAW 118 SOUTH ROYAL STREET ALEXANDRIA, VIRGINIA 22314

TELEPHONE 836-5444

April 16, 1988

5HOULD 051= 1

Mrs. Jean M. O'Connell

TO: EDWARD J. WHITE

For professional services rendered re: sale of 6541 Franconia Rd. 12.15 hours at \$105.00 per hour express mail and long distance  TOTAL		<del>75</del>
	\$ <del>1185.</del>	50
ACTION	TIME	
Draft note ( trust	1 20	
	. 25	
	. 1 75	\$ 4.00
		\$ 4.00
		10.75
		10.75
_		
Decciement	<u>-46.50</u>	-
	1 <b>2.</b> 15	\$14.75
	onia Rd. \$105.00 per hour and long distance	ACTION  Draft note & trust PC PC PC PC Action at y negotiation & redraft LDPC St. Louis Redrafting Redrafting Redrafting PC Redrafting OV A. O'CONNELL PC's redrafts Settlement  PC PC Red. Red. Red. Red. Red. Red. Red. Red.

State of Virginia, County of Fairfax,

Certified to be a true copy of

the original.

Crestar Bank

**Authorized Signature** 

Dated: September 20, 1993

My Commission Expires on Jan. 31, 1997

02 4/21/88 & Jean m. 0'Cml.