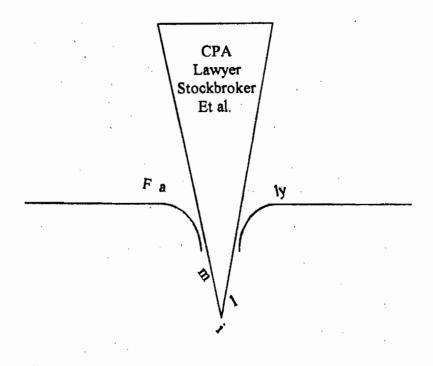
Protect lawyer

It was impossible to stop the Attorney Edward White from tearing our family apart. The Bar would not require him to take an accountable position on anything and used the signature cover that our family was the problem. If the Bar had enforced a common sense code of conduct our family would be intact today.



1988 Surprise

Whatever is behind this remains unknown.

+

PURCHASE AGREEMENT

RECITALS:

R-1 Seller is the owner of a certain parcel of unimproved real property in Fairfax County, Virginia, bearing Fairfax County Tax Map Number 90-2-((1))-0085 and outlined in red on Exhibit "A" attached hereto, and which parcel of real property contains approximately 155,500 square feet of land. Seller also owns an adjacent abandoned right-of-way, the size of which is unknown. Both Parcel 85 and the abandoned right-of-way are hereinafter referred to as the "Subject Property."

R-2 Purchaser desires to acquire the Subject Property, and Seller desires to sell the Subject Property to the Purchaser upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT

WITNESSETH:

That for and in consideration of the mutual premises hereinafter set forth in this Agreement, and in consideration of

of Purchaser's representation and warranty contained in this Section 10.

Section 11. Notices.

All notices or communications required or permitted under this Agreement shall be in writing and shall be deemed duly given if in writing and delivered personally, or sent by registered or certified United States mail, return receipt requested, first class, postage prepaid, to the following addresses, (or such other addresses as may be designated in writing):

(a) if to the Seller:

Anthony M. O'Connell, Trustee 2337 S. 13th Street St. Louis, Mo. 63104

and (b) with a copy to:

Jean Miner O'Connell 6541 Franconia Road Springfield, Va. 22150

and (c) if to Purchaser:

Lynch Properties Limited Partnership P. O. Box 607 Springfield, Virginia 22150

and (d) with a copy to:

Allan B. Goldstein McGuire, Woods, Battle & Boothe 8280 Greensboro Drive, Suite 900 McLean, Virginia 22102

Section 12. Miscellaneous.

12.1 <u>Modifications and Waivers.</u> No modification, waiver, amendment, discharge or change of this Agreement, except

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.

Is the still concealed 1985 "come-in", "lawyer fix", behind this?

April 21, 1988

Deed prepared by Edward White or by anonymous says
" . . 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)
Medical (1 This HERBERT & HIGHAM PRINTER	(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:

•

Lisa Overton of Stewart Title

10 15 71

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 (1), 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

Lisa Overton of Stewart Title

STATE OF VIRGINIA CITY/COUNTY OF Faiter, 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: //

Lisa Overton of Stewart Title

RECORDED W/GERTIFICATE ANNEXED

APR 22 1988

FAIRFAX COUNTY, VA.

CLERK

A COPY TESTE: JOHN T, FREY, CLERK

Deputy Clerk

EDWARD J. WHITE

ATTORNEY AT LAW

118 SOUTH ROYAL STREET

ALEXANDRIA, VIRGINIA 22314

TELEPHONE 836-5444

March 15, 1991

Mr. Anthony M. O'Connell 6541 Franconia Rd. Springfield, Va. 22150



Dear Mr. O'Connell,

Subsequent to our telephone conversation this morning, I reviewed my files in the cases involving Mrs. O'Connell.

I find that I did indeed mail you a copy of the Limited Power of Attorney along with my letter to you of September 12, 1988. I am enclosing another copy of the Limited Power of Attorney and a copy of the letter I sent you. You may not have received it; however, it was not returned to me by the Post Office.

In regard to your inquiry as to why, in 1988, there came a time when I refused to deal with you on the sale, as I said, I recalled that a conceivably adverse relationship had developed between you and your mother concerning the sale. I call your attention to the sixth paragraph in your letter to her of December 8, 1987, a copy of which is enclosed.

As to your complaint that I did not share the sale documents with you, I call your attention to my letter to you of April 16, 1988 in which the deed, note and trust were sent to you. A copy of that letter is enclosed.

On April 19, 1988 you appeared in my office and stated that you refused to settle on the next day. We did not have a happy discourse. We did discuss the sale and I asked you if you had any other questions.

I am somewhat puzzled as to why all of this is re-surfacing and after reviewing my file and my notes, am not at all comfortable with continuing the dialogue.

Sincerely,

Edward J. White

EJW/e Encl.

Copy to: Mrs. O'Connell

Certified P 751 862 438 Sic Semper Tyrannis

Anthony M. O'Connell 6541 Franconia Road Springfield, Virginia 22150 (703) 971-2855 September 20,1993

Virginia State Bar Eighth and Main Building 707 East Main Street, Suite 1500 Richmond, Virginia 23219-2803 Telephone (804) 775-0500

Re: My Complaint of December 3, 1992, Against Edward J. White VSB Docket #93-042-0976

To Whom It May Concern:

My fourteen page complaint with forty-four enclosures was dismissed as having "no basis in fact" without allowing me the opportunity to respond. In defense of myself and future families of Virginia, I would like to offer one illustration why I feel this is unjust.

Concerning the \$1.41 million purchase agreement I made and later hired Mr. White to handle, your investigator was:

"firmly convinced that Mr. White took no part in that transaction other than to perhaps provide informal legal advice to your mother. Your letter of December 28, 1987 is insufficient as a matter to law to establish an attorney-client relationship unless there is some evidence that Mr. White did in fact undertake to handle the closing."

Mr. White's enclosed bills for services for this sale, with his initials, state:

3/18/88	Draft note & trust
4/6	PC
4/11	PC
4/14	PC atty negotiation & redraft
	LDPC St. Louis
4/15	Redrafting
4/16	Redrafting, Pc, Exp mail
4/18	PC
4/19	Redrafting
4/20	OV A. O'CONNELL
4/20	PC's redrafts
4/21	Settlement

Far more damaging to me than the usurped sale has been Mr. White's more than seven years of defamatory and divisive statements, preying on the uncertainties of my family. He continues this with letters referencing your "no basis in fact" approval.

This is very important to me. Please allow me a hearing within the safety of the system as I risk being sued if I ask for help elsewhere.

Sincerely

Anthony M. O'Connell

M. Glowell

Enclosures:

(1) Mr. White's bills for services rendered for my sale

(2) List of my unreturned telephone calls to Mr. White. I suggest that Mr. White thought I though he was representing me at closing.



Eighth and Main Building 707 East Main Street, Suite 1500 Richmond, Virginia 23219-2803 Telephone: (804) 775-0500

Facsimile: (804) 775-0501 TDD: (804) 775-0502

November 1, 1993

PERSONAL AND CONFIDENTIAL

Mr. Anthony M. O'Connell 6541 Franconia Road Springfield, Virginia 22150

RE:

In the Matter of Edward J. White

VSB Docket #93-042-0976

Dear Mr. O'Connell:

This letter is in response to your certified letter dated September 20, 1993, which was received in this office on September 23, 1993. As you know, the basis for my dismissal of your complaint was the absence of an attorney-client relationship between you and the Respondent. Nothing you have submitted to me under cover letter dated September 20, 1993 changes my conclusion.

The copy of Mr. White's fee statement shows an entry: "4/20 OV A. O'CONNELL." The fact that you had an office visit with Mr. White does not create an attorney-client relationship.

I note that the fee statement dated April 16, 1988 is sent to Mrs. Jean M. O'Connell and I believe that your mother is the client in this particular matter, not you.

Your original complaint alleges that the Respondent handled your mother's estate incompetently. I do not believe you have standing to complain, because you are not a client of Mr. White. The second enclosure, a list of your unreturned telephone calls to Mr. White, also does not change my conclusion. Unless you can show that you are a client of Mr. White, Mr. White was under no ethical duty or mandate to return your telephone calls. This complaint also boils down to your word against Mr. White's as to whether he was representing you at the settlement on the real estate transaction. The Bar would have to prove your position by clear and convincing evidence, and I simply do not see any clear and convincing evidence that Mr. White had agreed to represent you, or that he represented you by his conduct.

Why not ask Edward White to take an accountable position on something such as "Who did he represent and when did he represent them"

Mr. Anthony M. O'Connell Page 2 November 1, 1993

Finally, you indicate that Mr. White, over a period of seven years, has made defamatory and divisive statements which you consider to be far more damaging than the issue regarding the real estate settlement. The Code of Professional Responsibility does not proscribe defamatory statements by an attorney, and our office is not the appropriate forum to investigate or prosecute your claim. If you feel that you have been defamed or libeled by the Respondent, then your remedy is to file a civil action, but a Bar complaint is not an appropriate vehicle to resolve that issue.

I am truly sorry that I cannot advance your claims or interest, however, I must stand on my original decision to dismiss your complaint. I trust that you will appreciate my explanation, although you disagree with it.

Very truly yours,

James M. McCauley
Assistant Bar Counsel

JMM/dis

A civil action would mean I would have to take our sister Jean Nader to Court as well because she is co-executor with Edward White. A Court action against me is what Edward White encouraged in his letter of April 22, 1992. A civil action resulted in Chief Judge Dennis J. Smith Order of January 25, 2013

Lisa Overton of Stewart Title

From: "Lisa Overton" <LOVERTON@stewart.com>

Subject: RE: Where does it say I could not qualify as Trustee?

Date: June 14, 2007 10:21:09 AM MST

To: elynchir@i95businessparks.com, "Anthony OConnell" <acconnell@cableone.net>, "Steve Blizzard" <SBLIZZAR@steward.com>, "Lisa

Overton" <LOVERTON@steward.com>

Cc: "Andy Somerville" <andy@smcconcrete.com>

Hi Bill and Mr. O'Connell:

Yes, that is me from 1988 – can't believe how old you are making me feel, and I can honestly tell you that I do not remember that specific 1988 case.

Having said that however, when I look at the documents you attach, you did in fact sign the deed as a Trustee, the qualification simply required that a

Co-trustee also sign since you were not a resident of Virginia. I do not recall which firm we were using in 1988 to prepare our deeds, we have used quite a few different firms in the past, but it looks as though in the derivation of title paragraph that you underline they simply tried to consolidate the statement of facts. Perhaps they should have been more clear and said that Mr. Higham was appointed WITH you as co-trustee and not in your place.

There is no requirement for a Trustee under a land trust to be a Virginia resident; therefore it is a non issue in this case.

Lisa Overton Stewart Title and Escrow Inc. 10505 Judicial Drive, #300 Fairfax, Virginia 22030 Ph: 703-352-2924

Fax: 703-991-2449 Cell: 703-447-9348

 $email:\ loverton@stewart.com$

From: Bill Lynch [mailto:elynchjr@i95businessparks.com]

Sent: Tuesday, June 12, 2007 4:31 PM

To: 'Anthony OConnell'; 'Steve Blizzard'; 'Lisa Overton'

Cc: 'Andy Somerville'

Subject: RE: Where does it say I could not qualify as Trustee?

Tony -

I think the short answer is that was then, this is now.

Lisa has handled title work for the Lynch family and me since about 1980 so I am pretty sure she worked on the sale of the home in 1988. I have never had a problem at settlement when she has been involved. She is very thorough and I trust her judgment.

The operative trust agreement is dated in 1992. I don't recall what the documentation was in 1986, but all the documentation that you require to act as Trustee is of record with the 1992 Trust and the Power of Attorney.

Are there any other documents that you are aware of that are not of record?

Bill Lynch does not mention the 1992 Trust Deed

Bill

----Original Message---From: Anthony OConnell [mailto:aoconnell@cableone.net]
Sent: Tuesday, June 12, 2007 2:46 PM
To: Steve Blizzard; Lisa Overton
Cc: Edwin W. Lynch, Jr.; Andy Somerville
Subject: Where does it say I could not qualify as Trustee?

Signature pattern

The CPA Joanne L. Barnes (SSN 579-44-3240 and EIN 5410401148), the Attorney Edward J. White, and their collaborators, make money disappear and protect themselves by dis-empowering the family they victimize. Their signature pattern is to use a trusting family member to carry out their covert advice so it appears as if the wedges they plant come from the family. They make it appear that the family torn itself apart over money. To verify most anything try to expose their accounting at bk467p191.

This arrangement starts by attacking and supplanting the family's established fiduciaries and attorney's. A trusting family member with no background in accounting is installed as a co-fiduciary so that they can be used as unwitting cover. See http://www.canweconnectthedots.com/shutouts/install.html

No one tried to protect our family. Many protected them. I believe they are above the law, have total control with no accountability, have been operating for decades, are insulated beyond imagination, and no one in the establishment is going to confront them.

