

MEMORANDUM OF SALE

The undersigned Trustee hereby certifies that the property described in the attached Exhibit A was exposed for sale in accordance with, and subject to, the following terms and conditions:

1. All terms and conditions set forth in the attached Amended Notice of Trustee's Sale of Real Property attached as Exhibit B.

2. The Bid Price will be the final amount bid by the Purchaser at the foreclosure sale. In addition to the Bid Price, Purchaser agrees to pay a buyer's premium ("Buyer's Premium") in the amount of five percent (5%) of the Bid Price. The Sales Price will be the sum of the Bid Price and the Buyer's Premium. The Sales Price is agreed to be as follows:

Bid Price:	\$ _____
Buyer's Premium:	\$ _____
Sales Price:	\$ _____
Deposit:	\$ _____

3. The real property, and any improvements thereon, is being sold in "as is" condition by Special Warranty Deed, with no additional warranties or guarantees of any nature or kind whatsoever. The personal property, and any improvements thereon, is being sold in "as is" condition by quit-claim bill of sale, with no additional warranties no guarantees of any nature or kind whatsoever.

4. This conveyance is made subject to filed and unfiled mechanic's liens and other applicable senior liens and encumbrances, if any, affecting the Property and all covenants, conditions, restrictions, rights-of-way, easements, declarations and reservations, if any, contained in the deeds and any other documents forming the chain of title thereto.

5. In the event the property is lawfully or unlawfully occupied at the time of sale, it shall be the duty of the successful bidder to obtain possession for himself/herself.

6. Settlement to occur in accordance with the attached Amended Notice of Trustee's Sale of Real Property, ie, within forty five (45) days of the date of the sale. **TIME IS OF THE ESSENCE.** In the event the Purchaser fails to timely complete the settlement, the deposit will be forfeited.

7. The Purchaser henceforth shall bear the risk of any loss or damage to the Property by condemnation, fire or other casualty. Obtaining possession of the Property shall be the sole responsibility of the Purchaser.

8. Real estate taxes will be prorated as of the date of sale. Purchaser acknowledges that the Substitute Trustees are only obligated to pay real estate taxes on the above mentioned property up to and through the date of the sale, but that the Substitute Trustees may pay such taxes up to six months after the sale. The Substitute Trustees shall not be liable for any interest or penalty incurred between the sale date and such payment and the purchaser is advised to take such actions post sale as it deems necessary regarding the payment of real estate taxes.

9. In executing and delivering this Memorandum of Sale, the Purchaser recognizes the Purchaser has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustee, the Noteholder or Tranzon Fox (the "Auctioneer") (collectively, the "Released Parties"), in respect of the condition of the Property, including the environmental condition of the Property. The Purchaser has relied solely on such investigations, examinations or inspections of the Property as the Purchaser has made. The Purchaser waives and releases the Released Parties from any and all claims the Purchaser or its successors and assigns may have now or in the future relating to the condition of the Property. Purchaser acknowledges and agrees that this provision was a negotiated part of this Memorandum of Sale and serves as an essential component of consideration for the same. The parties specifically acknowledge and agree that this clause bars all claims by the Purchaser against the Released Parties, arising from the condition of or releases from the Real Property pursuant to the Comprehensive Environmental Response, Compensations and Liability Act of 1980, as amended, and all other actions pursuant to federal, state or local laws, ordinances or regulations for any environmental condition of or releases from the Property.

10. In the event notice of a pre-sale filing of bankruptcy by property owner is received by the Trustee after sale has been conducted, Purchaser acknowledges that sale may be void and subject to cancellation by Trustee.

11. The Sales Price is due at settlement from Purchaser, plus all costs of the conveyance, examination of title, recording charges, notary fees, settlement fees, including preparation of deed and grantor's and grantee's tax thereon, etc.

Given under our hand and seal this 15th day September, 2015.

TRUSTEE:

Robert B. Baumgartner, Substitute Trustee

PURCHASER:

Name:_____

By:_____

Title:_____

Address:_____

Phone:_____

Email:_____

The undersigned hereby

___ waives the requirement of a deposit or

___ acknowledges receipt of a deposit in the amount of \$_____ in cash,
certified or cashier's check from the Purchaser this 15th day of September, 2015.

TRUSTEE

EXHIBIT A

Lot 21, Section 2, The Estates at Creighton Farms, as the same appears duly dedicated and recorded as Instrument No. 20061019-0089020 and Plat as Instrument No. 20061019-0089021, among the land records of the County of Loudoun, Commonwealth of Virginia.

EXHIBIT B
AMENDED NOTICE OF TRUSTEE'S SALE
OF REAL PROPERTY

**AMENDED NOTICE OF TRUSTEE'S SALE OF
VALUABLE PROPERTY AT
40513 Grogan Court, Leesburg, VA 20175**

In execution of that certain Deed of Trust dated August 30, 2012 recorded among the land records of Loudoun County, Virginia (the "Land Records") at Instrument No. 20120831-0067868 (the "Deed of Trust"), default having been made in the payment of the indebtedness thereby secured, the undersigned will offer for sale at public auction on

September 15, 2015 at 11:00 a.m.

in front of the main entrance to the Circuit Court of Loudoun County Courthouse, 18 East Market Street, Leesburg, VA 20178, all of the certain parcel of land located in Loudoun County, Virginia (together with all improvements and fixtures thereon, if any, and all other rights and property encumbered and otherwise defined in the Deed of Trust) described as follows:

Lot 21, Section 2, The Estates at Creighton Farms, as the same appears duly dedicated and recorded as Instrument No. 20061019-0089020 and Plat as Instrument No. 20061019-0089021, among the land records of County of Loudoun, Commonwealth of Virginia.

(hereinafter referred to as the "Property").

STREET ADDRESS/LOCATION:	40513 Grogan Court, Leesburg, VA 20175
COUNTY TAX MAP/RPC No.:	321-39-9838-000

TERMS OF SALE: CASH. A bidder's deposit of One Hundred Thousand Dollars (\$100,000.00), or ten percent (10%) of the sales price, whichever is less, by cash or by certified or cashier's check, will be required at the time of sale with the balance due at settlement, which will be held on or before forty five (45) days from the date of sale at the offices of the trustee. The sales price will be the amount of the successful bidder's final bid plus a 5% buyer's premium. The 5% buyer's premium will be added to the amount of the successful bidder's final bid to determine the sales price. **TIME IS OF THE ESSENCE.**

All costs of the conveyance, which shall be by special warranty deed, are to be at the cost of the purchaser. Past due real estate taxes, if any, are to be paid from proceeds of sale and real estate taxes for the current year to be adjusted to the date of sale. The Trustee reserves the right to waive the requirement for a deposit or buyer's premium from the noteholder.

The sale is subject to filed and unfiled mechanic's liens having priority over the

Deed of Trust and other applicable senior liens and encumbrances, if any, affecting the Property and all covenants, conditions, restrictions, rights-of-way, easements, declarations and reservations, if any, contained in the deeds and any other documents forming the chain of title thereto.

THE PROPERTY, AND ALL THE IMPROVEMENTS TO THE PROPERTY, IF ANY, SHALL BE CONVEYED IN "AS IS" CONDITION AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY AS TO THE PHYSICAL CONDITION, FREEDOM FROM STRUCTURAL DEFECTS, CONSTRUCTION IN A WORKMANLIKE MANNER, FITNESS FOR HABITATION, EXTENT OF ZONING, OR ENVIRONMENTAL CONDITIONS.

The Trustee reserves the right, in Trustee's sole discretion, to enter into a backup memorandum(s) of sale with any person(s) or entity(s) who bids at the sale and is not the successful bidder. Any such backup memorandum of sale must be in the amount of highest bid submitted by such bidder plus the 5% buyer's premium. If the Trustee elects to enter into one or more backup memorandum of sale(s), and the Successful Purchaser defaults in the purchase of the Property, the Trustee will complete the sale to the backup bidder who has executed the highest backup memorandum of sale. If any such bidder under the highest backup memorandum of sale also defaults in the purchase of the Property, the Trustee will complete the sale pursuant to the next highest backup memorandum of sale, if any. Each person or entity who enters into a backup memorandum with the Trustee must post the Deposit with the Trustee, which Deposit will be returned to such person if the Successful Purchaser (or any other purchaser under a backup memorandum that is of a higher purchase price) completes the sale, or will be forfeited if such person or entity defaults under their backup memorandum. The closing on the applicable backup memorandum of sale will be held on or before fifteen (15) days after written notice has been sent to the respective bidder by the Trustee demanding such person complete the closing. The sale will occur at the offices of the Trustee. TIME IS OF THE ESSENCE.

Additional terms may be announced at the time of sale and shall be contained in a memorandum of sale which the successful bidder shall be required to sign. The memorandum of sale and back up memorandum of sale are available for review at the offices of the undersigned Trustee during normal business hours prior to the sale.

In the event the Trustee deems it best for any reason at any time to postpone or continue this sale from time to time, such notice of postponement or setting over will be announced in a manner deemed reasonable by the Trustee and in accordance with the Deed of Trust and Virginia law.

ROBERT B. BAUMGARTNER
Substitute Trustee
10511 Judicial Drive
Fairfax, VA 22030

FOR MORE INFORMATION CONTACT:

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