

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 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 Notice of Trustee's Sale of Real Property, ie, within forty (40) 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, Compensation 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 December, 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 December, 2015.

TRUSTEE

EXHIBIT A

Lot 6, Marquette, as the same appears duly dedicated, platted and recorded in Deed Book 18076 at page 2031 among the land records of Fairfax County, Virginia.

EXHIBIT B
NOTICE OF TRUSTEE'S SALE
OF REAL PROPERTY