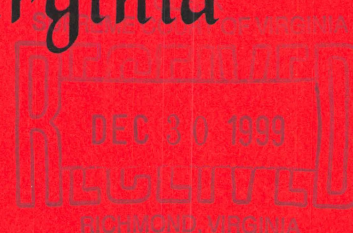


260 Va 48

In The
Supreme Court of Virginia



RECORD NO. 991945

CYNTHIA LINDSAY,

Appellant,

v.

McENEARNEY ASSOCIATES, INC.,

Appellee.

SUPPLEMENTAL APPENDIX

Mary M. Benzinger
Raymond B. Benzinger
BENZINGER & BENZINGER, P.C.
2009 North 14th Street
Suite 612
Arlington, Virginia 22201
(703) 525-1362 - Telephone
(703) 522-2930 - Facsimile

Counsel for Appellee

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VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

McENEARNEY ASSOCIATES, INC.,)

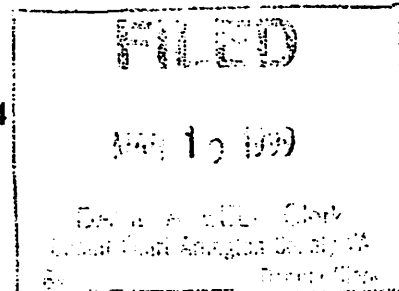
Plaintiff)

v.)

) At Law No. 98-424

CYNTHIA LINDSAY,)

Defendant)



MOTION FOR SUMMARY JUDGMENT

COMES NOW Plaintiff McEneaney Associates, Inc., by counsel, and for and as its Motion for Summary Judgment submits the following:

I. STATEMENT OF THE CASE:

Plaintiff McEneaney Associates, Inc. entered into an "Exclusive Right to Represent Buyer Agreement" with Defendant Cynthia Lindsay on August 13, 1997 to represent Ms. Lindsay in the purchase of a house. This Agreement bound Ms. Lindsay to pay a three percent sales commission. At closing on the property purchased by Ms. Lindsay, Ms. Lindsay paid only one percent commission. Ms. Lindsay failed and refused to pay the balance and McEneaney brought suit in breach of contract.¹ Ms. Lindsay asserts that McEneaney's Sales Associate Loretta D. Connor orally agreed to modify the sales commission to one percent. This case is set for trial by jury for April 8, 1999.

¹ This suit was brought in the General District Court. Defendant's counter-claim there was denied and she did not appeal that decision to this Court.

II. SUMMARY JUDGMENT STANDARD:

Rule 3:18 of the Rules of the Supreme Court of Virginia states in relevant part:

If it appears from the pleadings, the orders, if any, made at a pretrial conference, the admissions, if any, in the proceedings, or, upon sustaining a motion to strike the evidence, that the moving party is entitled to judgment, the court shall enter judgment in his favor. Summary judgment, interlocutory in nature, may be entered as to the undisputed portion of a contested claim or on the issue of liability alone although there is a genuine issue as to the amount of damages. Summary judgment shall not be entered if any material fact is genuinely in dispute.

In this case, there are no material facts in dispute which prevent judgment from being rendered for Plaintiff as a matter of law under any theory advanced by Defendant.

III. MATERIAL FACTS NOT IN DISPUTE:

On August 13, 1997, Ms. Lindsay entered into an Exclusive Right to Represent Buyer Agreement with McEneaney.² A true copy of the August 13, 1997 Exclusive Right to Represent Buyer Agreement is attached hereto as Exhibit A to the Request for Admissions.³ The August 13, 1997 Exclusive Right to Represent Buyer Agreement with McEneaney provides for Broker to receive three per cent (3%) of the sales price of any property Ms. Lindsay purchased between August 13, 1997 and November 30, 1997.⁴ Ms. Lindsay admits that when she signed the August 13, 1997 Exclusive Right to Represent Buyer Agreement there were no exhibits or addenda attached to the Agreement.⁵

There are no documents authorizing Loretta D. Connor to adjust or negotiate the broker-client relationship.⁶ Ms. Lindsay never signed a written modification of the August

² Defendant's response to Request for Admission 1, attached hereto. (Hereinafter "RFA")

³ RFA 2.

⁴ RFA 3.

⁵ RFA 4.

⁶ RFA 5.

13, 1997 Exclusive Right to Represent Buyer Agreement.⁷ The August 13, 1997 Exclusive Right to Represent Buyer Agreement was never modified in writing.⁸ According to Paragraph 12 of the Exclusive Right to Represent Buyer Agreement, the Agreement can "only be modified in writing when signed by both parties."⁹

Ms. Lindsay signed a Sales Contract for the purchase of the property located at 2343 S. Nash St., Arlington, Virginia.¹⁰ Exhibit C, attached to the Request for Admissions, is a true copy of the Sales Contract Ms. Lindsay signed on August 24, 1997 for the purchase of the property located at 2343 S. Nash St., Arlington, Virginia.¹¹ Paragraph 19 of the Sales Contract Ms. Lindsay signed on August 24, 1997 provides for payment of the broker's fee according to the terms of the Exclusive Right to Represent Buyer Agreement, which was dated August 13, 1997.¹²

Ms. Lindsay purchased the property located at 2343 S. Nash Street, Arlington, Virginia after she visited the property with Loretta D. Connor.¹³ Ms. Lindsay closed on the property located at 2343 S. Nash Street, Arlington, Virginia.¹⁴

On November 7, 1997, Ms. Lindsay signed a HUD-1 Settlement Statement for the purchase of the property located at 2343 S. Nash Street, Arlington, Virginia.¹⁵ Exhibit B, attached to the Request for Admission, is a true copy of the HUD-1 Settlement Statement that

⁷ RFA 6.

⁸ RFA 7.

⁹ See Exhibit A, ¶12.

¹⁰ RFA 24.

¹¹ RFA 25.

¹² RFA 26.

¹³ RFA 14.

¹⁴ RFA 23.

¹⁵ RFA 15.

she signed on November 7, 1997.¹⁶ Loretta D. Connor did not sign the HUD-1 Settlement Statement that Ms. Lindsay signed on November 7, 1997.¹⁷

No broker of McEneaney signed the HUD-1 Settlement Statement that Ms. Lindsay signed on November 7, 1997.¹⁸ No broker of McEneaney Associates, Inc. attended the November 7, 1997 closing on the property located at 2343 S. Nash Street, Arlington, Virginia.¹⁹

At the November 7, 1997 closing for the property located at 2343 S. Nash Street, Arlington, Virginia, Ms. Lindsay paid to McEneaney Associates, Inc. the sum of \$2,650.00.²⁰ The \$2,650.00 Ms. Lindsay paid to McEneaney represented only one percent (1%) of the sales price.²¹ No payments were made to McEneaney Associates, Inc. since the \$2,650.00 payment at the November 7, 1997 closing.²² The closing attorney had no authority to bind McEneaney Associates, Inc.²³ The closing attorney had no authority to alter or amend Ms. Lindsay's commission agreement with McEneaney Associates, Inc.²⁴

McEneaney Associates, Inc. never ratified or affirmed any modification of its commission arrangement with Ms. Lindsay.²⁵

IV. ARGUMENT:

Paragraph 7.c. of the Exclusive Right to Represent Buyer Agreement²⁶ is clear, and Ms. Lindsay admits, that the commission to be paid to McEneaney by Ms. Lindsay was three

¹⁶ RFA 16.

¹⁷ RFA 17

¹⁸ RFA 18.

¹⁹ RFA 19.

²⁰ RFA 20.

²¹ RFA 21.

²² RFA 22.

²³ RFA 33.

²⁴ RFA 34.

²⁵ RFA 37.

²⁶ Exhibit A to the Request for Admissions.

percent of the sales price. Paragraph 12 of that Agreement contains an integration clause, which states in relevant part:

This Agreement, any exhibits and any addenda signed by the parties constitute the entire agreement between the parties and supersede any other written or oral agreements between the parties.

Paragraph 7.c. goes on to state:

This Agreement can only be modified in writing when signed by both parties...

There is no written document signed by both parties which modifies this Agreement.

Notwithstanding Defendant's reliance on an alleged oral contract modifying the written Agreement, summary judgment should still be granted to Plaintiff. Generally, written contracts, even those containing prohibitions against unwritten modifications, can be modified by verbal agreement.²⁷ However, when a contract is within the Statute of Frauds, the law is well settled in the Commonwealth of Virginia that any modification must be in writing.²⁸

The Statute of Frauds, Section 11-2 of the Code of Virginia (1950), as amended, states in relevant part:

Unless a promise, contract, agreement, representation, assurance, or ratification, or some memorandum or note thereof, is in writing and signed by the party to be charged or his agent, no action shall be brought in any of the following cases:

7. Upon any agreement or contract for services to be performed in the sale of real estate by a party defined in §54.1-2100²⁹ or §54.1-2101;³⁰...

Clearly the Exclusive Right to Represent Buyer Agreement falls within this section of the Virginia Statute of Frauds. The only other relevant writings that arose out of the real estate

²⁷ Zurich Accident Ins. Co. v. Baum, 159 Va. 404, 165 S.E. 518 (1932).

²⁸ See Heth v. Wooldridge, 27 Va. (6 Rand.) 605 (1828).

²⁹ Dealing with "Real Estate Brokers"

³⁰ Dealing with "Real Estate Salesperson."

transaction at issue after the execution of the Exclusive Right to Represent Buyer Agreement were the Sales Contract of August 24, 1997 and the HUD-1 form. Ms. Lindsay admits that the Sales Contract provides for the payment of the brokerage fees in accordance with the Exclusive Right to Represent Buyer Agreement. The Sales Contract confirms, not modifies, the terms of the Exclusive Right to Represent Buyer Agreement. Ms. Lindsay also admits that neither the sales associate (Loretta D. Connor) nor any McEneaney broker signed the HUD-1 form and further admits that the closing attorney had no authority to alter or amend the commission agreement between the parties. Ms. Lindsay also admits that McEneaney has never ratified or affirmed any modification of the commission agreement. Absent a writing signed by the party to be charged (McEneaney) modifying the term to pay a three percent commission, Ms. Lindsay's obligation to pay the commission in full continues to this day. Ms. Lindsay concedes in her answer to the Admissions that there are no documents authorizing Loretta D. Connor to adjust or negotiate the broker-client relationship. The undisputed facts and applicable law preclude Ms. Lindsay from relying on any alleged oral representation or her own assumption about the relationship between Ms. Connor and McEneaney to avoid her obligation as set forth in the Exclusive Right to Represent Buyer Agreement.


The damages incurred by McEneaney as a result of Ms. Lindsay's breach of the Agreement is \$5,300.00 (\$265,000 sale price x 2%) plus judgment interest from November 7, 1997 until paid. Paragraph 12 of the "Exclusive Right to Represent Buyer Agreement" provides for an award of reasonable attorney's fees in an action to collect the broker's fees.

WHEREFORE, there being no material facts in dispute, Plaintiff McEneaney Associates, Inc. respectfully moves this Honorable Court to enter judgment in favor of

Plaintiff in the amount of \$5,300.00 plus judgment interest from November 7, 1997 plus reasonable attorney's fees and costs incurred herein and for such further relief as this Honorable Court deems just and meet.

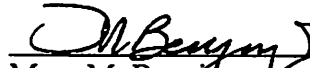
Respectfully requested,

McENEARNEY ASSOCIATES, INC.
By Counsel


Mary M. Benzinger, Esquire-VSB #27199
Benzinger & Benzinger, P.C.
Counsel for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 19th day of March, 1999, she caused the foregoing to be transmitted via facsimile to (703) 524-8533 and mailed, postage prepaid, to Robert Tomlinson, II, Esquire, 2045 N. 15th Street, #5, Arlington, Virginia 22201.


Mary M. Benzinger

V I R G I N I A:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

McENEARNEY ASSOCIATES, INC.
Plaintiff,

At Law No. _____

vs.

DEFENDANT'S RESPONSE TO
PLAINTIFF'S FIRST REQUEST FOR
ADMISSIONS AND INTERROGATORY

CYNTHIA LINDSAY
Defendant,

COMES NOW the Defendant, CYNTHIA LINDSAY, by Counsel, and pursuant to the Rules of the Supreme Court of Virginia serves the following Responses to the Plaintiff's First Request for Admissions and Interrogatory:

1. Admit or deny that on August 13, 1997 you entered into an Exclusive Right to Represent Buyer Agreement with McEneaney Associates, Inc.

RESPONSE: Admitted.

2. Admit or deny that exhibit A, attached hereto, is a true copy of the August 13, 1997 Exclusive Right to Represent Buyer Agreement that you entered into with McEneaney Associates, Inc.

RESPONSE: Admitted.

3. Admit or deny that the August 13, 1997 Exclusive Right to Represent Buyer Agreement with McEneaney Associates, Inc. provides for Broker to receive three per cent (3%) of the sales price of any property you purchased between August 13, 1997 and November 30, 1997.

RESPONSE: Admitted.

4. Admit or deny that when you signed the August 13, 1997 Exclusive Right to Represent Buyer Agreement, there were no exhibits or addenda attached to the Agreement.

RESPONSE: Admitted.

5. Admit or deny that there are no documents authorizing Loretta D. Connor to adjust or negotiate the broker-client relationship.

RESPONSE: Admitted.

6. Admit or deny that you have never signed a written modification of the August 13, 1997 Exclusive Right to Represent Buyer Agreement.

RESPONSE: Admitted.

7. Admit or deny that the August 13, 1997 Exclusive Right to Represent Buyer Agreement was never modified in writing.

RESPONSE: Admitted.

8. Admit or deny that according to paragraph 12 of the Exclusive Right to Represent Buyer Agreement, the Agreement can "only be modified in writing when signed by both parties."

RESPONSE: The document described speaks for itself.

9. Admit or deny that Loretta D. Connor showed you properties that were for sale.

RESPONSE: Admitted.

10. Admit or deny that Loretta D. Connor performed the services of a real estate agent in helping you find a house to buy.

RESPONSE: Denied. I located the property that I purchased myself.

11. Admit or deny that Loretta D. Connor signed the August 13, 1997, Exclusive Right to Represent Buyer Agreement as "sales Associate/Designated Representative" of McEneaney Associates, Inc.

RESPONSE: I do not know if that is her signature or not.

12. Admit or deny that Loretta D. Connor did not sign the August 13, 1997 Exclusive Right to Represent Buyer Agreement as "Broker/Sales Manager".

RESPONSE: Unknown. Her name appears on the documents and underneath where her name appears it says "printed name."

13. Admit or deny that you purchased a home shown to you by Loretta D. Connor.

RESPONSE: Denied. I was familiar with the property that I purchased independent of Ms. Connor.

14. Admit or deny that you purchased the property located at 2343 S. Nash Street, Arlington, Virginia after you visited the property with Loretta D. Connor.

RESPONSE: Admitted.

15. Admit or deny that on November 7, 1997 you signed a HUD-1 Settlement Statement for the purchase of the property located at 2343 S. Nash Street, Arlington, Virginia.

RESPONSE: Admitted.

16. Admit or deny that exhibit B, attached hereto, is a true copy of the HUD-1 Settlement Statement that you signed on November 7, 1997.

RESPONSE: Admitted.

17. Admit or deny that Loretta D. Connor did not sign the HUD-1 Settlement Statement that you signed on November 7, 1997.

RESPONSE: Admitted.

18. Admit or deny that no broker of McEneaney Associates, Inc. signed the HUD-1 Settlement Statement that you signed on November 7, 1997.

RESPONSE: Admitted.

19. Admit or deny that no broker of McEneaney Associates, Inc. attended the November 7, 1997 closing on the property located at 2343 S. Nash Street, Arlington, Virginia.

RESPONSE: Admitted.

20. Admit or deny that at the November 7, 1997 closing for the property located at 2343 S. Nash Street, Arlington, Virginia, you paid to McEneaney Associates, Inc. the sum of \$2,650.00.

RESPONSE: Admitted.

21. Admit or deny that the \$2,650.00 you paid to McEneaney Associates, Inc. represented only one (1%) of the sales price.

RESPONSE: Admitted.

22. Admit or deny that you have made no payments to McEneaney Associates, Inc. since the \$2,650.00 payment at the November 7, 1997 closing.

RESPONSE: Admitted.

23. Admit or deny that you closed on the property located at 2343 S. Nash Street, Arlington, Virginia.

RESPONSE: Admitted.

24. Admit or deny that on August 24, 1997 you signed a Sales Contract for the purchase of the property located at 2343 S. Nash Street, Arlington, Virginia.

RESPONSE: Admitted.

25. Admit or deny that exhibit C, attached hereto, is a true copy of the Sales Contract you signed on August 24, 1997 for the purchase of the property located at 2343 S. Nash Street, Arlington, Virginia.

RESPONSE: Admitted.

26. Admit or deny that Paragraph 19 of the Sales Contract you signed on August 24, 1997 provides for payment of the broker's fee according to the terms of the Exclusive Right to Represent Buyer Agreement, which was dated August 13, 1997.

RESPONSE: Admitted.

27. Admit or deny that Loretta D. Connor acted as a special agent of McEneaney Associates, Inc. at all times relevant to the transactions between the parties.

RESPONSE: Admitted that Loretta D. Connor was acting on behalf of McEneaney Associates, Inc.

28. Admit or deny that Loretta D. Connor never acted a real estate broker for any part of the transactions between the parties.

RESPONSE: Loretta D. Connor, for valuable consideration, assisted in the negotiation the purchase of the property.

29. Admit or deny that no one with authority to bind McEneaney Associates, Inc., agreed to reduce its commission to 1% of the sales price.

RESPONSE: Denied. Loretta D. Connor clearly had authority to amend the contract as set forth above, and upon information and belief, had exercised such authority in the past.

30. Admit or deny that Loretta D. Connor had no authority to alter your commission arrangement with McEneaney Associates, Inc.

RESPONSE: Denied. She clearly had authority and she represented to me that she had such authority.

31. Admit or deny that McEneaney Associates, Inc., was a real estate broker as defined in Virginia Code Sec. 54.1-2100 at all times relevant to the transactions between the parties.

RESPONSE: I am without sufficient information to admit or deny and deny the request for admission.

32. Admit or deny that Loretta D. Connor was a real estate sales person as defined in Virginia Code Sec. 54.1-2101 at all times relevant

to the transactions between the parties.

RESPONSE: I am without sufficient information to admit or deny because I have no information on the relationship between Loretta D. Connor and McEneaney Associates, Inc. Through the course of the transaction at issue, I regarded Loretta D. Connor and McEneaney Associates, Inc.. to be one and the same.

33. Admit or deny that the closing attorney had no authority to bind McEneaney Associates, Inc.

RESPONSE: Admitted.

34. Admit or deny that the closing attorney had no authority to alter or amend your commission agreement with McEneaney Associates, Inc.

RESPONSE: Admitted.

35. Admit or deny that McEneaney Associates, Inc., never expressly authorized Loretta D. Connor to modify its commission arrangement with you.

RESPONSE: All I know is that what Loretta D. Connor told me and she had all the apparent authority she needed to convince me.

36. Admit or deny that McEneaney Associates, Inc., never implied that it had authorized Loretta D. Connor to modify its commission arrangement with you.

RESPONSE: Loretta D. Connor was my only contact with McEneaney Associates, Inc., and again, I regarded the two as one and the same.

37. Admit or deny that McEneaney Associates, Inc., never ratified or affirmed any modification its commission arrangement with you.

RESPONSE: Admitted.

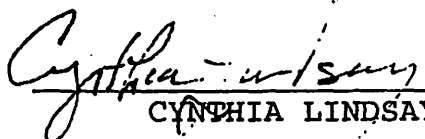
38. Admit or deny that you owe McEneaney Associates, Inc. the sum of \$5,300.00 for unpaid commissions.

RESPONSE: Denied. The issue between McEneaney Associates, Inc. and I was resolved by an accord and satisfaction.

1. If your response to any of the above Request for Admissions is anything other than an unequivocal "admit" for each such response state the specific factual basis for your denial and provide the name and address of each individual possession knowledge of any such facts and/or opinions.

ANSWER:

The factual basis for each denial is set forth in the responses above. Larretta D. Connor agreed that the Commission would be 1% before we signed any of the papers.



CYNTHIA LINDSAY

STATE OF VIRGINIA

COUNTY OF ARLINGTON; to-wit:

I, Notary Public, do hereby certify that CYNTHIA LINDSAY, whose name is signed to the foregoing Defendant's Response to Plaintiff's First Request for Admissions and Interrogatory, personally appeared before me and signed and acknowledged the same.

Given under my hand and seal this 15th of January 1999.


Notary Public

My commission expires: 3-31-2000

ROBERT TOMLINSON & ASSOCIATES



Robert L. Tomlinson II
Attorney for the Defendant
2045 15th Street North
Suite #5
Arlington, Virginia 22201-2614
(703) 841-9400

Certificate of Service

I hereby certify that a true and correct copy of the foregoing Responses to the Plaintiff's First Request for Admissions and Interrogatory has, this 15th day of January 1999, been delivered by First Class, Postage prepaid mail to Raymond B. Benzinger, Esq. 2009 North 14th Street, Suite 612 Arlington, Virginia 22201.



Robert Lee Tomlinson II

This Agreement is made on 8-13, 19 97 between Cynthia Lindsay
 _____ ("Buyer") and McEneaney ("Broker").
(Name of brokerage firm)

1. **BUYER'S REPRESENTATIONS.** The Buyer represents that as of the commencement date of this Agreement, the Buyer is not a party to a buyer representation agreement with any other brokerage firm. The Buyer further represents that the Buyer has disclosed to the Sales Associate information about any properties that the Buyer has previously visited at any new homes communities or resale "open houses", or that the Buyer has been shown by any other real estate sales associate(s) in any area where the Buyer seeks to acquire property under this Agreement.

2. **TERM.** This Agreement commences when signed and, subject to Paragraph 7, terminates at _____ a.m./p.m. on 11-30
1997

4. BROKER'S DUTIES. The Broker and the Sales Associate shall promote the interests of the Buyer by: (a) performing the terms of this Agreement; (b) seeking property at a price and terms acceptable to the Buyer; (c) presenting in a timely manner all written offers or counteroffers to and from the Buyer; (d) disclosing to the Buyer all material facts related to the property or concerning the transaction of which they have actual knowledge; (e) accounting for in a timely manner all money and property received in which the Buyer has or may have an interest. Unless otherwise provided by law or the Buyer consents in writing to the release of the information, the Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Buyer, if that information is received from the Buyer during the brokerage relationship. In satisfying these duties, the Broker shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective sellers honestly and not knowingly give them false information, and disclose whether or not the Buyer's intent is to occupy the property as a principal residence. In addition, the Broker may show the same property to other buyers, represent other buyers, represent sellers relative to other properties, or provide assistance to a seller or prospective seller by performing ministerial acts that are not inconsistent with the Broker's duties under this Agreement.

6. PURPOSE. The Buyer is retaining the Broker to acquire the following type of property: Personal Residence

Any obligation incurred under this Agreement on the part of the Buyer to pay the Broker's Fee shall survive the term of this Agreement.

Initials: Buyer

8. **DISCLOSED DUAL REPRESENTATION.** The Buyer acknowledges that in the normal course of business the Broker may represent sellers of properties in which the Buyer is interested. If the Buyer wishes to acquire any property listed with the Broker, then the Buyer will be represented in one of the two ways that are permitted under Virginia law in this situation. The written consent required from the parties in each case will be accomplished via execution of the appropriate disclosure form at the time of the contract offer.

Dual representation occurs when a buyer and seller in one transaction are represented by the same Broker and the same Sales Associate. When the parties agree to dual representation, the ability of the Broker and the Sales Associate to represent either party fully and exclusively is limited. The confidentiality of all clients shall be maintained as in paragraph 4 above.

Designated representation occurs when a buyer and seller in one transaction are represented by different Sales Associates affiliated with the same Broker. Each of these Sales Associates, known as a Designated Representative, represents fully the interests of a different client in the same transaction. Designated Representatives are not dual representatives if each represents only the buyer or only the seller in a specific real estate transaction. Except for disclosure of confidential information to the Broker, each Designated Representative is bound by the confidentiality requirements in paragraph 4 above. The Broker remains a dual representative.

CHECK ONE CHOICE IN EACH SECTION:

Dual representation: The Buyer ☒ does OR ☐ does not consent to be shown and to consider acquiring properties listed with the Broker through the Sales Associate.

Designated representation: The Buyer ☐ does OR ☐ does not consent to be shown and to consider acquiring properties listed with the Broker through another Designated Representative associated with the firm.

9. **DISCLAIMER.** The Buyer acknowledges that the Broker is being retained solely as a real estate agent and is not an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. The Buyer is advised to seek professional advice concerning the condition of the property or concerning legal and tax matters.

10. **EQUAL OPPORTUNITY.** Properties shall be shown and made available to the Buyer without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions.

11. **OTHER PROVISIONS.** _____

12. **MISCELLANEOUS.** This Agreement, any exhibits and any addenda signed by the parties constitute the entire agreement between the parties and supersede any other written or oral agreements between the parties. This Agreement can only be modified in writing when signed by both parties. In any action or proceeding involving a dispute between the Buyer, the seller and/or the Broker, arising out of this Agreement, or to collect the Broker's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

(NOTE: The Buyer should consult with the Sales Associate before visiting any resale or new homes or contacting any other REALTORS® representing sellers, to avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for compensation.)

Cynthia P. [Signature] (SEAL)
Buyer's Signature

2343 S. Nash
Buyer's Signature

Arlington VA 22202
Address
City, State, Zip Code

Telephone: 703.521.6010
Work Home
800.913.4139
Alpha pager
Contact pref

Mc Enearney Assoc.
Brokerage Firm (Broker)

Lee Highway
Address
Arlington, VA 22207
City, State, Zip Code

[Signature] (SEAL)
Broker/Sales Manager's Signature

Loretta D. Connor
Sales Associate's/Designated Representative's Printed Name

Telephone: 525-1900 836-6844
Work Home



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This is a suggested form of the Northern Virginia Association of REALTORS®, Inc. ("NVAR"). This form has been created and printed exclusively for the use of REALTOR® and Non-Resident members of NVAR, who may copy or otherwise reproduce this form in identical form with the addition of their company logo. Any other use of this form by REALTOR® and Non-Resident members of NVAR, or any use of this form whatsoever by non-members of NVAR, is prohibited without the prior written consent of NVAR.



PLAINTIFF'S
EXHIBIT

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.

File Number
97-261Loan Number
2260768

Mortgage Insurance Case Number

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.o.c." were paid outside of closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER:

ROBERT L. LINDSAY III and CYNTHIA A. LINDSAY
2343 S. NASH STREET, ARLINGTON, VIRGINIA 22202

E. NAME AND ADDRESS OF SELLER:

THE PATRICIA DILWORTH BOATNER ESTATE
(Seller TIN - 54-6409593)
1336 L. STREET, S.E., WASHINGTON, D.C. 20003

F. NAME AND ADDRESS OF LENDER:

FIRST SAVINGS MORTGAGE
1950 OLD GALLONS ROAD, 8TH FLOOR, VIENNA, VIRGINIA 22182

G. PROPERTY

2343 S. NASH STREET
LOCATION: ARLINGTON, VA 22202

H. SETTLEMENT AGENT:

EARL E. SHAFFER
PLACE OF SETTLEMENT: 2007 NORTH 15TH STREET, ARLINGTON, VIRGINIA, 22201
(TIN - 235-38-4402)

I. SETTLEMENT DATE:

November 7, 1997

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:

101. Contract sales price	265,000.00
102. Personal property	
103. Settlement charges to borrower: (from line 1400)	9,574.06
104.	
105.	

ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:

106. City/town taxes to	
107. County taxes 11/ 7/97 to 12/31/97	395.37
108. Assessments to	
109.	
110.	
111.	
112.	

120. GROSS AMOUNT DUE FROM BORROWER: 274,969.43

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

201. Deposit or earnest money	10,000.00
202. Principal amount of new loan(s)	185,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:

210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	

220. TOTAL PAID BY/FOR BORROWER: 195,000.00

300. CASH AT SETTLEMENT FROM/TO BORROWER:

301. Gross amount due from borrower (line 120)	274,969.43
302. Less amount paid by/for borrower (line 220)	195,000.00
303. CASH (<input checked="" type="checkbox"/> FROM) (<input type="checkbox"/> TO) BORROWER:	79,969.43

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:

401. Contract sales price	265,000.00
402. Personal property	
403. (GROSS Proceeds - \$265,000.00)	
404.	
405.	

ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:

406. City/town taxes to	
407. County taxes 11/ 7/97 to 12/31/97	395.37
408. Assessments to	
409.	
410.	
411.	
412.	

420. GROSS AMOUNT DUE TO SELLER: 265,395.37

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

501. Excess deposit (see instructions)	5,000.00
502. Settlement charges to seller (line 1400)	1,143.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:

510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	

520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER: 6,143.00

600. CASH AT SETTLEMENT TO/FROM SELLER:

601. Gross amount due to seller (line 420)	265,395.37
602. Less reductions in amt. due seller (line 520)	6,143.00
603. CASH (<input type="checkbox"/> TO) (<input checked="" type="checkbox"/> FROM) SELLER:	259,252.37

HUD-1 (3-86) - RESPA, HB 4305.2

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained in Blocks E, G, H, and I and on line 401 (or if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Required by law to provide [see box H] with your correct taxpayer identification number. If you do not provide [see box H] with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law, and under penalties of perjury, I certify that the number shown on this

correct taxpayer identification number.

Seller's Signature PAGE 1

SA
return
You are
identification
statement to my

PLAINTIFF'S EXHIBIT

B

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMS No. 2502-0265

B. Type of Loan

1. ☐ FIA 2. ☐ FmlA 3. ☐ Conv. Unins. File Number 97-261 Loan Number 2260768 Mortgage Insurance Case Number
4. ☐ VA 5. ☐ Conv. Ins.

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.o.c." were paid outside of closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER: ROBERT L. LINDSAY III and CYNTHIA A. LINDSAY
2343 S. NASH STREET, ARLINGTON, VIRGINIA 22202
E. NAME AND ADDRESS OF SELLER: THE PATRICIA DILWORTH BOATNER ESTATE
(Seller TIN - 54-6409593) 1336 L. STREET, S.E., WASHINGTON, D.C. 20003
F. NAME AND ADDRESS OF LENDER: FIRST SAVINGS MORTGAGE
1950 OLD GALLOW ROAD, 8TH FLOOR, VIENNA, VIRGINIA 22182

G. PROPERTY LOCATION: 2343 S. NASH STREET
ARLINGTON, VA 22202

H. SETTLEMENT AGENT: EARL E. SHAFFER
PLACE OF SETTLEMENT: 2007 NORTH 15TH STREET, ARLINGTON, VIRGINIA, 22201
(TIN - 235-38-4402)

I. SETTLEMENT DATE: November 7, 1997

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	265,000.00	401. Contract sales price	265,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower: (from line 1400)	9,574.06	403. (Gross Proceeds \$265,000.00)	
104.		404.	
105.		405.	
ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:		ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes 11/ 7/97 to 12/31/97	395.37	407. County taxes 11/ 7/97 to 12/31/97	395.37
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	274,969.43	420. GROSS AMOUNT DUE TO SELLER:	265,395.37
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	10,000.00	501. Excess deposit (see instructions)	5,000.00
202. Principal amount of new loan(s)	185,000.00	502. Settlement charges to seller (line 1400)	1,143.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:		ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:	195,000.00	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER:	6,143.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower (line 120)	274,969.43	601. Gross amount due to seller (line 420)	265,395.37
302. Less amount paid by/for borrower (line 220)	195,000.00	602. Less reductions in amt due seller (line 620)	6,143.00
303. CASH (<input checked="" type="checkbox"/> FROM) (<input type="checkbox"/> TO) BORROWER:	79,969.43	603. CASH (<input checked="" type="checkbox"/> TO) (<input type="checkbox"/> FROM) SELLER:	259,252.37

HUD-1 (3-86) - RESPA, HB 4305.2

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained in Blocks E, G, H, and I and on line 401 (or if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide [see box 14] with your correct taxpayer identification number. If you do not provide [see box 14] with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law, and under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Earl E. Shaffer

Seller's Signature PAGE 1

SETTLEMENT CHARGES

TOTAL SALES/BROKER'S COMMISSION

BASED ON PRICE \$265,000.00 @ 1.000% = 2,650.00

PAID FROM
BORROWER'S
FUNDS
AT
SETTLEMENT

PAID FROM
SELLER'S
FUNDS
AT
SETTLEMENT

DIVISION OF COMMISSION (LINE 700) AS FOLLOWS:

701. \$	2,650.00	to	MCNEARNEY ASSOCIATES, INC.		
702. \$		to			
703. Commission paid at settlement				2,650.00	
704.					

800. ITEMS PAYABLE IN CONNECTION WITH LOAN:

801. Loan origination fee	1.500%			2,775.00	
802. Loan discount	%				
803. Appraisal fee to:			(300.00 P.O.C.)		
804. Credit report fee:			(116.00 P.O.C.)		
805. Lender's inspection fee					
806. Mortgage insurance application fee to					
807. Assumption fee					
808. DOCUMENT REVIEW FEE				350.00	
809. TAX SERVICE FEE				59.00	
810. FLOOD CERTIFICATION				21.50	
811.					

900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:

901. Interest from	11/ 7/97	to	12/ 1/97	@	39.83/yr	955.92	
902. Mortgage insurance premium for		mos. to					
903. Hazard insurance premium for		vis. to					
904. Flood insurance premium for		vis. to					
905.							

1000. RESERVES DEPOSITED WITH LENDER:

1001. Hazard insurance	3	months @ \$	25.25	per month		75.75	
1002. Mortgage insurance		months @ \$		per month			
1003. City property taxes		months @ \$		per month			
1004. County property taxes	4	months @ \$	218.65	per month		874.60	
1005. Annual assessments		months @ \$		per month			
1006. Flood insurance		months @ \$		per month			
1007.		months @ \$		per month			
1008. AGGREGATE ADJUSTMENT		months @ \$		per month		-218.71	

1100. TITLE CHARGES:

1101. Settlement or closing fee to	EARL E. SHAFFER			250.00	250.00
1102. Abstract or title search to	ASHTON TITLE & ESCROW COMPANY			100.00	
1103. Title examination to					
1104. Title insurance binder to					
1105. Document preparation to					
1106. Notary fees to					
1107. Attorney's fees to					
(Includes above Item Numbers:					
1108. Title insurance to	ASHTON TITLE & ESCROW COMPANY			494.00	
(Includes above Item Numbers					
1109. Lender's coverage \$	494.00	(\$	185,000.00		
1110. Owner's coverage \$	951.00	(\$	265,000.00		
1111.					
1112.					
1113.					

1200. GOVERNMENT RECORDING AND TRANSFER CHARGES:

1201. Recording fees:	Deed \$	17.00	Mortgage \$	20.00	Release \$	37.00	
1202. City/county tax/stamps:	Deed \$	132.50	Mortgage \$	92.50		225.00	
1203. State tax/stamps:	Deed \$	397.50	Mortgage \$	277.50		675.00	
1204. GRANTOR'S FEES							265.00
1205.							

1300. ADDITIONAL SETTLEMENT CHARGES:

1301. Survey to	JAMES H. GUYNN			220.00	
1302. Pest inspection to	CONNOR'S PEST CONTROL				628.00
1303. COURIER FEES/AAA COURIER/LOAN PACK.				30.00	
1304.					
1305.					
1306.					
1307.					

1400. TOTAL SETTLEMENT CHARGES

9,574.06 1,143.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

THE PATRICIA DILWORTH BOATNER ESTATE

Borrower: Robert L. Lindsay III Date: 11/ 7/97 Seller or Agent: Carter H. Boatner Date: 11/ 7/97
Carter H. Boatner, Executor and Trustee

Borrower: Cynthia A. Lindsay Date: 11/ 7/97 Seller or Agent: _____ Date: _____

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Date: _____ Settlement Agent: Earl E. Shaffer Date: 11/ 7/97
Earl E. Shaffer

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

SALES CONTRACT

This SALES CONTRACT ("Contract") is made on 8-24, 1997 ("Contract Date")
between Cynthia A. Lindsay ("Purchaser")
and Estate of Patricia A. Barker ("Seller")
who hereby acknowledge by their initials and signatures below the disclosure that in this real estate transaction,
N/A ("Listing Company") represents the Seller, and
McEneaney Associates ("Selling Company") represents ☐ the Purchaser OR
☐ the Seller, the Listing Company and Selling Company, both being together "Broker". (If the brokerage firm is acting as a
dual representative for both Seller and Purchaser, with or without designated representatives, then the appropriate disclosure form is attached
to and made a part of this Contract).

1. REAL PROPERTY. The Purchaser shall buy and the Seller shall sell the land with all Improvements thereon, described as
follows: Legal Description: Lot _____, Block _____, Section _____, Subdivision or Condominium _____
_____, Condominium Unit # _____, Parking Space # _____, County/City _____
Street Address: 2343 S. Nash St., Arlington Virginia, Zip Code 22202 ("Property")

2. PERSONAL PROPERTY, FIXTURES AND UTILITIES. All items of personal property or fixtures which convey are
included in the Sales Price and shall be transferred free of liens. All existing built-in heating and central air conditioning equipment, plumbing
and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, smoke and heat detectors,
exterior trees and shrubs and, if so indicated below the following checked items as currently installed or offered convey:

CONVEYS
YES NO ITEM

☒ ☐ Stove or Range
☐ ☒ Cooktop
☐ ☒ Wall Oven(s) # _____
☐ ☒ Refrigerator(s) # _____
☐ ☒ w/ ice maker(s) # _____
☐ ☒ Dishwasher
☐ ☒ Built-in Microwave
☐ ☒ Trash Compactor

CONVEYS
YES NO ITEM

☐ ☒ Disposer
☐ ☒ Freezer
☐ ☒ Window Fan(s) # _____
☐ ☒ Window A/C Unit(s) # _____
☐ ☒ Pool, Equip. & Cover
☐ ☒ Hot Tub, Equip. & Cover
☐ ☒ Shades and/or Blinds
☐ ☒ Window Treatments

CONVEYS
YES NO ITEM

☐ ☒ Ceiling Fan(s) # _____
☐ ☒ Washer
☐ ☒ Dryer
☐ ☒ Furnace Humidifier
☐ ☒ Electronic Air Filter
☐ ☒ Central Vacuum
☐ ☒ Water Softener
☐ ☒ Exhaust Fan(s)

CONVEYS
YES NO ITEM

☐ ☒ Alarm System
☐ ☒ Intercom
☐ ☒ Storage Shed(s) # _____
☐ ☒ Garage Opener(s) # _____
☐ ☒ w/ remote(s) # _____
☐ ☒ Playground Equipment
☐ ☒ Wood Stove
☐ ☒ Fireplace Screen /Doors

Other: _____

WATER, SEWAGE, HEATING, AND CENTRAL AIR CONDITIONING: (Check all that apply)

Water Supply: ☒ Public ☐ Well Hot Water: ☐ Oil ☒ Gas ☐ Elec.
Sewage Disposal: ☒ Public ☐ Septic # BR _____ Air Conditioning: ☐ Oil ☐ Gas ☐ Elec. ☐ Heat Pump
Heating: ☐ Oil ☒ Gas ☐ Elec. ☐ Heat Pump ☐ Other _____

3. DEPOSIT. (a) The Purchaser has made a deposit with the Selling Company of Five thousand
Dollars (\$ 5,000.00) ("Deposit"): ☒ \$ 5,000 by check; ☐ \$ _____ by money
order; ☐ \$ _____ by note due and payable on _____, 19____, receipt of which is hereby acknowledged. (b) The
Deposit shall be placed in a special escrow account of the Selling Company to conform with the Regulations of the Virginia Real Estate Board
and/or, if VA financing applies, as required by Section 1806, Title 38 of the U.S. Code. The Purchaser and the Seller direct the Selling Company
to place the Deposit in an escrow account, which may be an interest bearing account, and waive any claim to interest resulting from such
Deposit. The Deposit shall be held in escrow until (i) credited toward the Sales Price at settlement; (ii) all parties have agreed in writing as to its
disposition; (iii) a court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) disposed of in any other
manner authorized by the Virginia Real Estate Board.

4. PRICE AND FINANCING

~~\$262,000~~ TOTAL SALES PRICE ("Sales Price"), of which:

~~\$100,000~~ DOWN PAYMENT: shall be paid at settlement by certified or cashier's check or by bank wired funds.

~~\$165,000~~ FIRST DEED OF TRUST: The Purchaser shall ☐ obtain OR ☐ assume; a ☐ Conventional ☐ FHA ☐ VA ☐ VHDA ☐ Other _____ First Deed of Trust loan amortized over _____ years at a ☐ FIXED RATE bearing an interest rate of _____ % per year, or market rate available; OR an ☐ ADJUSTABLE RATE bearing an initial interest rate of _____ % per year, or market rate available. The loan to be payable at approximately \$ _____ per month, including principal and interest (taxes and hazard insurance, private mortgage insurance or monthly FHA insurance, if any, to be additional). Special Terms (if any): _____

ASSUMPTION: Assumption fee, if any, and all charges relating to the assumption shall be paid by the Purchaser. If the Purchaser assumes the Seller's loan; (a) the Purchaser and the Seller shall obtain a release of the Seller's liability to the U. S. Government for the repayment of the loan by settlement. ☐ Yes ☐ No; (b) the Purchaser and Seller shall obtain substitution of the Seller's VA entitlement by settlement. ☐ Yes ☐ No; (c) Balances of any assumed loans, secondary financing and cash down payments are approximate.

\$ _____ SECOND DEED OF TRUST: The Purchaser shall ☐ obtain, OR ☐ assume a Second Deed of Trust loan secured by the Property amortized over _____ years at a ☐ FIXED RATE, bearing an interest rate of _____ % per year, or market rate available; OR an ☐ ADJUSTABLE RATE, bearing an initial interest rate of _____ % per year, or market rate available. The loan shall be payable at approximately \$ _____ per month, including principal and interest. All charges relating to obtaining or assuming the Second Trust shall be paid by the Purchaser. The Purchaser shall sign all documents required by the lender for disbursement of the loan by settlement.

\$ _____ SELLER FINANCING: The Seller shall provide a ☐ First ☐ Second ☐ Third Deed of Trust Loan secured by the Property, payable at approximately \$ _____ per month or more including _____ % interest per year, the payment to be applied first to interest with the remainder applied to principal and with the balance due _____ years from the date of settlement. If the Property or any interest therein is transferred, sold or conveyed, the note shall be due and payable in full unless the transfer, sale or conveyance is consented to in writing by the then current noteholder. The note may be paid in full or in part at any time without penalty. Any default or failure to pay any other lien or encumbrance on the Property shall be a default of the trust unless cured within 10 days after written notice from the noteholder. A late charge of 5% shall be due on monthly payments received more than 10 days late. The trust will require that the Purchaser provide immediate written proof to the noteholder of payment for taxes and insurance when due. The trust will contain a provision assigning rents to the noteholder in the event of default. The Purchaser shall furnish the Seller within 5 business days after the Date of Ratification with a financial statement and credit report from a credit reporting agency at the Purchaser's expense, and promptly comply with additional reasonable requests of the Seller. The Seller grants loan approval under the terms of this paragraph unless the Seller notifies the Purchaser otherwise in writing within 3 business days after receipt of all the Purchaser's financial data. Approval shall not be unreasonably withheld. This Contract is contingent, ☐ Yes ☐ No, for _____ business days after the Date of Ratification on the Seller obtaining a written commitment for the sale of the note at settlement at a discount not to exceed _____ %, or this Contract shall be voidable at the option of the Seller.

☒ ADDITIONAL FINANCING TERMS.

A. INSURANCE. The Purchaser shall obtain hazard and title insurance as required by the noteholder(s).

B. ☒ CONVENTIONAL FINANCING. If applicable, the Purchaser shall ☐ pay at settlement, OR ☐ finance any initial private mortgage insurance. Based on the financing terms specified in this Contract, the Seller shall pay _____ toward the Purchaser's normal settlement charges, (including but not limited to loan origination fees, discount fees, buydown or subsidy fees; or other settlement charges allowed by the lender). The Purchaser shall pay all remaining Purchaser's settlement charges.

If the lender's appraisal is not equal to or greater than the Sales Price and the parties are unable to agree upon mutually acceptable terms, then it shall be the Seller's option first to lower the Sales Price to the appraised value. If the Seller does not exercise that option, it is the Purchaser's option to proceed with the settlement and sign the appropriate amendment(s). Each election must be made within 3 days after written notice. If the parties fail to agree, this Contract shall become void and the Deposit shall be refunded in full to the Purchaser.

C. ☐ FHA FINANCING. If applicable, the Purchaser shall ☐ pay at settlement, OR ☐ finance any initial Mortgage Insurance Premium. Based on the financing terms specified in this Contract, the Seller shall pay _____ loan discount fees and other lender charges which cannot by law or regulation be charged to the Purchaser. The Purchaser shall pay all remaining Purchaser's settlement charges.

If FHA financing applies, it is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of the earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veteran's Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____. The Purchaser shall, however, have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised valuation. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WILL INSURE. HUD DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE PROPERTY. THE PURCHASER SHOULD SATISFY HIMSELF THAT THE PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE. The Purchaser's exercise of the option shall be made in writing within 3 days of the notification to the Purchaser of the appraised value, or this Contract shall become void and the Deposit shall be refunded in full to the Purchaser. The FHA loan amount is approximate because the financed acquisition costs cannot be finally determined until the time of settlement.

D. ☐ VA FINANCING. If applicable, the Purchaser shall ☐ pay at settlement, OR ☐ finance any VA Funding Fee. Based on the financing terms specified in this Contract, the Seller shall pay _____ toward the Purchaser's normal settlement charges, (including but not limited to loan origination fees, discount fees, buydown or subsidy fees;

or other settlement charges allowed by the lender. The Purchaser shall pay all remaining Purchaser settlement charges.

If VA financing applies, it is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the Contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. The Purchaser agrees that should the Purchaser elect to complete the purchase at an amount in excess of the reasonable value established by the VA, the Purchaser shall pay such excess amount in cash from a source which the Purchaser agrees to disclose to the VA, and which the Purchaser represents will not be borrowed funds except as approved by the VA. The Purchaser's exercise of the option shall be made in writing within 3 days of the notification to the Purchaser of the appraised value, or this Contract shall become void and the Deposit shall be refunded in full to the Purchaser.

5. PURCHASER'S REPRESENTATIONS. The Purchaser ☒ shall, OR ☐ shall not occupy the Property as the Purchaser's principal residence. Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property. The Purchaser acknowledges that the Seller is relying upon all of the Purchaser's representations including without limitation the accuracy of the financial information given to the Seller, Broker or the lender by the Purchaser. If the Purchaser is guilty of any deliberate misrepresentations, material omissions or inaccuracies in such financial information that result in the Purchaser's inability to secure the financing, the Purchaser shall be in default.

6. LOAN APPLICATION. The Purchaser shall make written loan application within 5 business days following ratification of this Contract. The Purchaser grants permission for the Selling Company and the lender to disclose to the Listing Company general information available about the progress of the loan application and loan approval process. The Purchaser may obtain alternative financing for which the Purchaser is qualified provided there is no additional expense to the Seller and the settlement date is not delayed. The Seller may elect to provide the specified financing to the Purchaser. If the Purchaser's loan application is rejected for reasons other than the appraised value, then with the Seller's written permission, the Purchaser shall make application to one additional lender as approved by the Seller in writing.

The Purchaser shall be in default if settlement does not occur because the Purchaser:

- A. Fails to lock-in the interest rate(s) as specified above and the rate(s) increase so that the Purchaser no longer qualifies for such financing;
- B. Applies for, and fails to obtain, alternative financing instead of that specified, unless the Seller consents in writing to the terms of the alternative financing;
- C. Fails to comply with the lender's requirements in a timely manner;
- D. Fails to immediately notify the Seller or the Broker, in writing, of any material adverse changes in the Purchaser's assets, liabilities or income; or
- E. Does not have the funds to settle as provided in this Contract at the time of settlement; or
- F. Does any act following the Date of Ratification that prevents the Purchaser from obtaining the financing.

If new financing, including Seller financing, is to be arranged, or if assumption of existing financing requires lender approval, then this Contract is contingent upon such new financing or approval. If the Purchaser's loan application is finally rejected or if such financing or approval cannot be obtained within 60 days after the scheduled date of settlement, this Contract shall then become voidable at the option of the Seller and, if voided, the Deposit shall be refunded in full to the Purchaser, provided the Purchaser is not in default.

7. SETTLEMENT DATE. The Seller and the Purchaser shall make full settlement in accordance with the terms hereof on or, with mutual consent, before 9-24, 1997 except as otherwise provided in this Contract.

8. SETTLEMENT AGENT. The Purchaser wishes to employ Earl Shaffer ("Settlement Agent") to act for both parties unless either party specifically requests otherwise.

9. FEES. Fees for the preparation of the Deed, Grantor's Tax, that portion of the Settlement Agent's fee billed to the Seller, costs of releasing existing encumbrances, appropriate legal fees and any other proper charges assessed to the Seller shall be paid by the Seller. Fees for the examination of title (except as otherwise provided), recording charges (including those for any purchase money trusts), and that portion of the Settlement Agent's fee billed to the Purchaser, appropriate legal fees and any other proper charges assessed to the Purchaser shall be paid by the Purchaser.

10. ACCESS TO PROPERTY. The Seller shall provide the Broker, the Purchaser, inspectors representing the Purchaser and representatives of lending institutions for appraisal purposes, reasonable access to the Property to comply with this Contract. The Seller grants to the Purchaser and/or the Purchaser's representative the right to make a presettlement and/or a preoccupancy inspection.

11. EQUIPMENT, MAINTENANCE AND CONDITION. The Purchaser and the Seller shall not hold the Broker liable for any breach of this paragraph. The Purchaser accepts the Property in its present "AS IS" condition except as otherwise provided herein. The Seller warrants that the existing appliances, heating and cooling equipment, plumbing and electrical systems, sump pump, attic fan, and smoke and heat detectors shall be in normal working order on the date possession is delivered. The Property shall be delivered in substantially the same condition as on the Date of Ratification. The Seller shall deliver the Property in broom clean condition with all trash and debris removed.

12. POSSESSION DATE. Unless otherwise agreed to in writing between the Seller and the Purchaser, the Seller shall give possession of the Property at the time of settlement. If the Seller fails to do so and occupies the Property beyond the time of settlement, the Seller shall be a tenant by sufferance of the Purchaser and hereby expressly waives all notice to quit as provided by law. The Purchaser shall have the right to proceed by any means available to recover possession of the Property.

13. WELL AND SEPTIC. If the Property is on well and/or septic systems, the Seller shall furnish the Purchaser on or before settlement with a certificate from the appropriate local government authority or government-approved or government-certified private company, indicating that (a) the well water contains no more than the acceptable level of coliform bacteria or other contaminants and (b) the septic system appears to be functioning satisfactorily, and if known by public records, was installed pursuant to a valid health department permit showing capacity consistent with written or advertised representations of the Seller, if any. If either system is found defective or substandard, the Seller shall take appropriate remedial action at the Seller's expense.

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Please Initial: Purchaser

Seller

14. **TERMITE INSPECTION.** The Seller warrants at the time of settlement that all dwellings and/or garage(s) within the Property (excluding fences or shrubs not abutting garage(s) or dwelling(s)) are free of visible termite and other wood-destroying insects, and/or free from visible insect damage. The Seller shall furnish a written report to this effect at or before settlement from a licensed pest control firm. Required extermination and repairs shall be at the Seller's expense. This inspection shall be performed no earlier than 30 days prior to settlement.

15. **REPAIRS.** If, as a condition of providing financing under this Contract, the lender requires repairs to be made to the Property, then within 5 days after Seller's receipt of written notification of the lender's requirements, the Seller shall notify the Purchaser in writing if the Seller will make the repairs. If the Seller will not make the repairs, the Purchaser shall notify the Seller or Broker in writing within 5 days after receipt of such notification from the Seller whether the Purchaser will make the repairs and proceed to settlement. If neither the Seller nor the Purchaser agrees to make the repairs, then this Contract shall become void and the Deposit shall be refunded in full to the Purchaser. This clause will not release the Seller from any responsibilities set forth in paragraphs 2, 11, 13, 14 or 29 or any items specifically set forth in any addendum to this Contract.

16. **DAMAGE OR LOSS.** The risk of damage or loss to the Property by fire, act of God, or other casualty remains with the Seller until the execution and delivery of the deed of conveyance.

17. **TITLE.** The Property, including the chattels and/or equipment, shall be sold free of encumbrances except for any loans assumed by the Purchaser. The Seller shall comply with all notices of violations of orders or requirements of any county or local authority, condominium unit owners' association, homeowners' or property owners' association or actions in any court on account thereof, against or affecting the Property on the date of settlement. The Seller shall sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lenders.

The title report and survey shall be ordered promptly and, if not available at the scheduled date of settlement, then settlement may be delayed for up to 15 business days to obtain the title report and survey after which this Contract, at the option of the Seller, may be terminated and the Deposit shall be refunded in full to the Purchaser. Title is to be good and marketable, and insurable by a licensed title company with no additional risk premium. Title may be subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any; otherwise, the Purchaser may declare this Contract void and the Deposit shall be refunded in full, unless the defects are of such character that they may be remedied within a reasonable time. The reasonable time shall not extend more than 60 days beyond the date for settlement set forth in paragraph 7 or the Seller shall be in default. The Broker is hereby expressly released from all liability for damages by reason of any defect in the title. In case action is required to perfect the title, such action must be taken promptly by the Seller at the Seller's expense. The Seller shall convey the Property by ~~General Warranty Deed~~ **SPECIAL**

18. **PRORATIONS.** Rents, taxes, water and sewer charges, fuel oil, condominium unit owners' association, homeowners' and/or property owners' association regular periodic assessments (if any) and any other operating charges, are to be adjusted to the date of settlement. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes, if any, except that recorded assessments for improvements completed prior to the Date of Ratification, whether assessments have been levied or not, shall be paid by the Seller or allowance made at the time of settlement. If a Deed of Trust is assumed, interest shall be adjusted to the date of settlement and the Purchaser shall reimburse the Seller for existing escrow accounts, if any.

19. **BROKER'S FEE.** The Seller irrevocably instructs the Settlement Agent to pay the Broker compensation ("Broker's Fee") as set forth in the listing agreement and to disburse the compensation offered by the Listing Company to the Selling Company in writing as of the Contract Date, and the remaining amount of Broker's compensation to the Listing Company. *AS PER B-B Agreement*

20. **ATTORNEY'S FEES.** In any action or proceeding involving a dispute between the Purchaser, the Seller and/or the Broker, arising out of this Contract, or to collect the Broker's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

21. **DEFAULT.** If the Purchaser is in default, the Seller shall have all legal and equitable remedies, and the Broker shall hold the Deposit until such time as those damages are ascertained, or the Seller may elect to terminate this Contract and declare the Deposit forfeited as liquidated damages and not as a penalty. If the Seller elects to accept the Deposit as liquidated damages, then the Broker may elect to accept, and the Seller agrees to pay, one half of the Deposit in lieu of the Broker's Fee, (provided Broker's share of any forfeited Deposit shall not exceed the amount due under the listing agreement). If the Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of the Purchaser's liability in the event of a default. If either the Purchaser or the Seller is in default, then in addition to all other damages, the defaulting party shall immediately pay the costs incurred for the title examination, appraisal, survey and the Broker's Fee in full.

22. STATUTORY DISCLOSURES

A. **VIRGINIA CONDOMINIUM ACT.** The Seller represents that the Property ☐ is, OR ☒ is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act which requires the Seller to furnish certain financial and other disclosures to the Purchaser prior to entering into a binding contract of sale. If the required disclosures are not available on the Date of Ratification, the Seller shall promptly request them from the Unit Owners' Association and provide them to the Purchaser who shall acknowledge receipt in writing upon Delivery. If the Purchaser does not receive the disclosures within 15 days after the Date of Ratification or the disclosures are found unacceptable to the Purchaser, the Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures were received or due (if not received) and the Deposit shall be returned promptly. If more than 60 days elapse between the Date of Ratification and the date of settlement, the Purchaser may request disclosure of any material changes from the Unit Owners' Association. The Purchaser may void this Contract within 3 days after either receipt of disclosure that there are material changes or failure of the Unit Owners' Association to provide assurances that there have been no material changes within 10 days after receipt of the request.

B. **VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT.** The Seller represents that the Property ☐ is, OR ☒ is not located within a development which is subject to the Virginia Property Owners' Association Act ("POA Act"). If the Property is within such a development, the POA Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser. The information contained in the association disclosure packet shall be current as of a specified date within 30 days of the Date of Ratification.

The Purchaser may cancel this Contract: (1) within 3 days after the Date of Ratification, if on or before the Date of Ratification, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (2) within 3 days after hand-delivered receipt of the association disclosure packet or notice; or (3) within 8 days after the postmark date if the association disclosure packet or notice is mailed to the Purchaser. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available or the association disclosure packet is not delivered to the Purchaser. Written notice of cancellation shall be hand-delivered or mailed, return receipt requested, within the cancellation period to the Seller. Such cancellation shall be without penalty; this Contract shall become void and the Deposit shall be refunded in full to the Purchaser.

If more than 6 months have elapsed between the Date of Ratification and the date of settlement, the Purchaser may make a written request for assurance from the association, at the Purchaser's expense, that the information submitted in the association disclosure packet remains unchanged, or if there have been material changes, a statement specifying such changes.

~~The Purchaser may waive the right created by this paragraph in a separate written document. In any case, the right to receive the association disclosure packet and to cancel this Contract terminates at settlement.~~

C. POSSIBLE FILING OF MECHANICS LIEN.

NOTICE

Virginia law (Section 43-1 ~~at 389~~) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

D. VIRGINIA PROPERTY DISCLOSURE ACT. The Virginia Residential Property Disclosure Act requires the Seller to deliver a disclaimer or disclosure statement prior to the acceptance of this Contract unless the transfer of the Property is exempt. The law allows the Seller, on a disclaimer or disclosure statement provided by the Real Estate Board, either to: (1) make no representations or warranties to the condition of the Property and sell the Property "as is", except as otherwise provided in this Contract; OR (2) make a written disclosure concerning the Property, based on the Seller's knowledge of its condition. If the Seller furnishes a disclosure statement, then the Seller is required at settlement to disclose any material change in the physical condition of the Property or to certify to the Purchaser that the condition of the Property is substantially the same. If the disclaimer or disclosure required by law is delivered to the Purchaser after the acceptance of this Contract, the Purchaser may terminate this Contract by giving written notice to the Seller either by hand delivery or by United States mail, postage prepaid, at or prior to the earliest of (1) 3 days after delivery of the disclosure or disclaimer in person, (2) 5 days after the postmark if the disclosure or disclaimer is properly mailed, (3) settlement on the Property, (4) occupancy of the Property by the Purchaser, (5) written waiver by the Purchaser in a separate document, or (6) the Purchaser's application for a mortgage loan where such application contains a disclosure that the right to terminate ends upon applying for the mortgage loan.

23. OTHER DISCLOSURES. The following subparagraphs disclose some matters which the parties may wish to investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the following disclosures:

A. PROPERTY CONDITION. The Property is sold in "AS IS" condition as further provided in paragraph 11. Various inspection services and home warranty insurance programs are available. The Broker is not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of the property due to restrictive covenants, zoning, subdivision, or environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), polybutelane pipes, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.

B. LEGAL REQUIREMENTS. Virginia law requires all contracts for the sale of real property to be in writing to be enforceable. Both parties have the opportunity to seek legal advice before entering into this Contract.

C. FINANCING. Mortgage rates and associated charges vary with financial institutions and the marketplace. The Purchaser has the opportunity to select the lender and the right to negotiate terms and conditions of the financing. The financing may require substantial lump sum (balloon) payments on the due dates. The Purchaser has not relied upon any representations regarding the future availability of mortgage money or interest rates for the refinancing of any such lump sum payments.

D. BROKER. The Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Broker's Fee specified herein, the Broker may receive compensation related to other services provided in the course of this transaction.

24. ASSIGNABILITY. This Contract may not be assigned without the written consent of the Purchaser and the Seller. If the Purchaser and the Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

25. DEFINITIONS. "Days" means calendar days unless otherwise specified. For the purpose of computing time periods, the first day shall be the day following Delivery and the time period shall end at 9 p.m. on the day specified. If a date for settlement falls on a Saturday, Sunday or legal holiday, then the settlement shall be on the prior business day. "Date of Ratification" means the date of final acceptance in writing of all the terms of this Contract (not the date of expiration or removal of any contingencies). "Delivery" means hand-carried, sent by overnight delivery service, or when receipt is acknowledged in writing. In the event of overnight delivery service, Delivery shall be deemed to have been made on the day following the sending. The masculine includes the feminine and the singular includes the plural.

26. MISCELLANEOUS. This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one and the same instrument. Documents obtained via facsimile machines shall also be considered as originals. Typewritten or handwritten provisions included in this Contract shall control all pre-printed provisions that are in conflict. If the Contract is voided, the Deposit shall be disbursed in accordance with paragraph 3.

27. NOTICES. Notices required to be given by this Contract shall be in writing and shall be effective as of the date on which such notice is Delivered: (a) Addressed to the Seller at the Listing Company's office; (b) Addressed to the Purchaser at: _____

Lee Higley
Arlington, Va

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Please Initial: Purchaser

Seller

28. TARGET LEAD-BASED PAINT INSURING. The Seller represents that any residence dwelling(s) at the Property ☒ were OR ☐ were not constructed before 1978.

If the dwelling(s) were constructed before 1978, then, unless exempt under 42 U.S.C. 4852d, this Contract is not complete and not ratified unless it includes, and the Seller and the Purchaser both accept, the following two amendatory forms: A. "Sale: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards", AND B. "Sales Contract Addendum for Lead-Based Paint Testing".

29. ADDITIONS. The following are made a part of this Contract:

☒ Yes ☐ No HOME INSPECTION ADDENDUM ☐ Yes ☒ No RADON ADDENDUM
☐ Yes ☒ No SALE OF HOME CONTINGENCY ADDENDUM ☐ Yes ☒ No LEAD - BASED PAINT AMENDATORY FORMS
☐ Yes ☒ No HOME WARRANTY POLICY to be provided (specify): _____
☐ Yes ☒ No OTHER (specify): _____

30. OTHER TERMS. _____

31. COVENANTS. This Contract shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions hereof shall survive the delivery of the Deed and shall not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract shall be governed by the laws of the Commonwealth of Virginia. TIME IS OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.

32. ACCEPTANCE. Upon ratification, this Contract becomes a legally binding and enforceable agreement. Any changes must be made by written amendment.

SELLER:
9/9/97: _____ (SEAL)
Date Signature

PURCHASER:
8/24: _____ (SEAL)
Date Signature

Date Signature (SEAL)

Date Signature (SEAL)

Listing Company's Address: _____

Selling Company's Address: _____

Broker Code: _____

Broker Code: _____

9-7 1997 11:00 ☒ AM ☐ PM
Date and time of Ratification (see paragraph 25)



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CONSUMER REAL ESTATE SETTLEMENT PROTECTION ACT DISCLOSURE

Required for contracts involving the purchase of real estate containing
not more than four residential dwelling units

This Addendum is made on 8-24, 19 97, to a Sales Contract ("Contract")
dated 8-24, 19 97 between Cynthia A. Lindsey, ("Purchaser")
and Estate of Patricia Roegner, ("Seller")
for the purchaser and sale of the Property: _____

The Parties agree that the Contract is modified as follows:

Choice of Settlement Agent: You have the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, your lender will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

This Addendum shall not alter, modify or change in any other respect the contract, and except as modified herein, all of the terms and provisions of the Contract are expressly ratified and confirmed and shall remain in full force and effect.

~~PURCHASER~~
~~SELLER:~~ 8-24/97 Cynthia Lindsey (SEAL)
Date Signature

Date Signature (SEAL)

~~SELLER~~
~~PURCHASER:~~ 9/4/97 [Signature] (SEAL)
Date Signature

Date Signature (SEAL)