

**PROPERTY INFORMATION**  
**ESTATE AUCTION IN RIVERDALE, MD**  
**Property #FX6686**

**Auction Date and Time:**

Wed, July 30<sup>th</sup> at 11 am

**Preview Dates and Times:**

Sunday, June 22<sup>nd</sup> from noon to 2 pm

Sunday, July 20<sup>th</sup> from 11 am to 2 pm

Sunday, July 27<sup>th</sup> from 11 am to 2 pm

& two hours prior to auction

**Property and Auction Location:**

4806 Sheridan St

Riverdale, MD 20737

**Property Description:**

This lovely home has a small town location while just minutes from DC! It is just blocks to the MARC Riverdale train, well within walking distance! It is also

convenient to Green and Red Metro lines and University of Maryland. Great location for a DC commuter! 4 Bedrooms, 2 Baths, 2 story single family home on two lots (0.41+/- acres), 2,002+/- sq. ft. living area, basement, attic, shed, enclosed porch and deck. Roof and windows have been replaced. Large yard ready for gardening and entertaining and just seconds to community parks and bike paths. Go to [www.riverdaleparkmd.info](http://www.riverdaleparkmd.info) for details on this small town's history, departments and services.



Pre-auction offers will be presented!

2007 Property Taxes:	\$4,779
2008 Tax Assessment:	\$284,922
Tax ID#:	17192161867
Zoning:	R55
Year Built:	1921
Schools:	Riverdale Elem, William Wirt Middle, Parkdale High
Utilities:	public water & sewer, forced air heat, window units
Approx Lot Size:	0.41+/- acres

**Cooperating Broker's Fee:** Tranzon Fox is offering 2%, see Terms & Conditions

**Directions:** Approach from East-West Hwy / 410, turn on Taylor Rd and make a left on Sheridan St.

**Summary of Terms of Sale:** Sale subject to motivated seller's confirmation. All property sold in "as-is" condition. A 10% buyer's premium will be added to the high bid to determine the contract price. High bidder will execute a Contract for Sale and Purchase of Real Estate and provide a binding deposit of \$5,000. A cashier's check, certified check, cash or money order made payable to yourself in the amount of \$5,000 must be shown at registration. Balance of contract price is due at closing within 30 days. Seller will provide a general warranty deed at closing. Please see Terms and Conditions on separate page in this information package.

**FOR ADDITIONAL INFORMATION, PLEASE CALL:  
Rachel Rabinowitz, Tranzon Fox 410-703-2835  
[www.tranzon.com](http://www.tranzon.com)**

VAAF 423

**ATTENTION PROSPECTIVE BIDDERS**

ALL INFORMATION CONTAINED IN THIS AND OTHER ADVERTISEMENTS WAS OBTAINED FROM SOURCES BELIEVED TO BE ACCURATE. HOWEVER, NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, IS INTENDED OR MADE. ALL PURCHASERS MUST INDEPENDENTLY INVESTIGATE AND CONFIRM ANY INFORMATION OR ASSUMPTIONS ON WHICH ANY BID IS BASED. NEITHER AUCTION COMPANY NOR SELLERS SHALL BE LIABLE FOR ANY ERRORS OR THE CORRECTNESS OF INFORMATION.

ALL ANNOUNCEMENTS MADE AT THE AUCTION TAKE PRECEDENCE OVER ANY OTHER PROPERTY INFORMATION OR PRINTED TERMS OF SALE. ITEMS MAY BE ADDED OR DELETED.

PROPERTY SOLD "AS IS, WHERE IS, WITH ALL FAULTS." PROSPECTIVE BIDDERS SHOULD VERIFY ALL INFORMATION. THE PROPERTY IS OFFERED FOR SALE TO QUALIFIED PURCHASERS WITHOUT REGARD TO PROSPECTIVE PURCHASER'S RACE, COLOR, RELIGION, SEX, MARITAL STATUS OR NATIONAL ORIGIN. THE PROPERTY AND IMPROVEMENTS WILL BE SOLD "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING ANY REPRESENTATIONS REGARDING ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY.

THE REAL PROPERTY SHALL BE SOLD FREE AND CLEAR OF LIENS, BUT SUBJECT TO CONDITIONS, RESTRICTIONS, RIGHTS-OF-WAY, EASEMENTS, AND RESERVATIONS, IF ANY, OF RECORD; SUBJECT TO THE RIGHTS, IF ANY OF TENANTS-IN-POSSESSION, UNDER LAW. NEITHER THE AUCTION COMPANY NOR THE SELLERS MAKE OR HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, CORRECTNESS, COMPLETENESS, CONTENT OR MEANING OF THE INFORMATION CONTAINED HEREIN. ALL PROSPECTIVE PURCHASERS RECOGNIZE AND AGREE THAT ANY INVESTIGATION, EXAMINATION, OR INSPECTION OF THE PROPERTY IS WITHIN THE CONTROL OF THE OWNER OR OTHER PARTIES IN POSSESSION AND THEIR AGENTS.

ANY DECISION TO PURCHASE OR NOT TO PURCHASE IS THE SOLE AND INDEPENDENT BUSINESS DECISION OF THE POTENTIAL PURCHASER. NO RECOURSE OR CAUSE OF ACTION WILL LIE AGAINST ANY OF THE ABOVE-MENTIONED PARTIES SHOULD PURCHASER BECOME DISSATISFIED WITH ITS DECISION, WHATEVER IT MAY BE, AT A LATER DATE.

***Tranzon Fox is changing the way real estate is sold – one auction at a time!***

**THIS AUCTION IS BEING HELD IN  
COOPERATION WITH**



FX6686

4806 Sheridan St, Riverdale, MD



***Tranzon Fox is changing the way real estate is sold – one auction at a time!***



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Account Identifier: District - 19 Account Number - 2161867

#### Owner Information

Owner Name: STALLINGS,BRIAN K (RE) Use: RESIDENTIAL  
 Principal Residence: NO  
 Mailing Address: 4806 SHERIDAN ST Deed Reference: 1) /29147/ 25  
 RIVERDALE MD 20737-1126 2)

#### Location & Structure Information

##### Premises Address Legal Description

4806 SHERIDAN ST LTS 11.12  
 RIVERDALE 20737

Map Grid Parcel Sub District Subdivision Section Block Lot Assessment Area Plat No: A-1017

42 D2 1750 16 1 Plat Ref:

Town RIVERDALE PARK

##### Special Tax Areas Ad Valorem

Tax Class 08

##### Primary Structure Built Enclosed Area Property Land Area County Use

1921 2,002 SF 18,000.00 SF 001

Stories Basement Type Exterior  
 2 YES STANDARD UNIT FRAME

#### Value Information

	Base Value	Phase-in Assessments		
		Value	As Of	As Of
			As Of	As Of
			01/01/2007	07/01/2007
			07/01/2007	07/01/2008
Land	56,400	76,400		
Improvements:	152,430	246,570		
Total:	208,830	322,970	246,876	284,922
Preferential Land:	0	0	0	0

#### Transfer Information

Seller: STALLINGS,BRIAN K Date: 01/03/2008 Price: \$0

Type: NOT ARMS-LENGTH Deed1: /29147/ 25 Deed2:

Seller: STALLINGS,DAVID E & FAYE C Date: 05/25/2005 Price: \$65,000

Type: NOT ARMS-LENGTH Deed1: /22131/ 105 Deed2:

Seller: Date: 12/06/1967 Price: \$20,900

Type: UNKNOWN Deed1: / 3542/ 387 Deed2:

#### Exemption Information

# TERMS AND CONDITIONS OF THE AUCTION SALE

FX6686 4806 Sheridan St, Riverdale, MD

By bidding at the Auction, you are agreeing to the following terms and conditions in respect to the real property that is the subject of the sale (the "Property"):

## IDENTIFICATION:

All buyers are required to have a Bidder's Number to bid, giving full name, address, and phone number. Evidence of correct form of deposit must be made in order to register for the auction.

## CONTRACTS AND DEPOSITS:

The successful bidder (the "Buyer") must sign a sales contract and all other documents specified by the auctioneer immediately upon conclusion of the auction. In order to bid, a minimum non-refundable deposit of \$5,000 shall be required to be presented to the auctioneer prior to the sale. The Buyer's deposit will be retained by the auctioneer and applied against the deposit specified below. All deposit checks must be in the form of a cashier's or certified check. No third party checks will be accepted. Successful bidders will be required to place a deposit equal to \$5,000 at the time of signing the sales contract. The total deposit shall be applied to the Buyer's credit at settlement. The auctioneer reserves the right to waive or modify the above deposit requirement at any time. Please note: All cashier's or certified checks should be made payable to yourself. The successful bidder will be required to endorse the check over to Tranzon Fox. See specific Terms of the Sale for actual deposit requirements.

## BUYER'S PREMIUM:

A buyer's premium of ten percent (10%) shall be added to the successful bidder's high bid and included in the total purchase price to be paid by the successful bidder.

## PROPERTY SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND:

The Property shall be sold subject to all conditions, restrictions, right-of-way easements, and reservations, if any, of record, filed and unfiled mechanics and materialmen's liens, if any, and all other matters of record taking priority, subject to the rights, if any, of tenants-in-possession, and further subject to all conditions announced at sale; and confirmation of the sale by the seller. 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, EXTENT OF ZONING, OR ENVIRONMENTAL CONDITIONS (including, without limitation, the existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water).

## REAL ESTATE CLOSING:

The Buyer must close the sale of the Property within 30 days (or sooner if noted in specific terms and conditions). Time is of the essence. The entire purchase price must be paid by cashier's or certified check, attorney's escrow check, or wired funds at closing. The Buyer's purchase of the Property is not contingent on financing. The Property will be conveyed to the Buyer by deed upon full payment of all amounts due under this Agreement.

## AGENCY:

The Auctioneer is acting as agent on behalf of the seller(s) only, and reserves the right to protect the seller's interest by bidding as agent, unless the Property is being sold absolute to the highest bidder. The Auctioneer is not responsible for the acts of his agents or principals. During bidding, the Auctioneer has the right to reject any bid that, in his opinion, is not commensurate with the Property value. In the event of any dispute after the sale, Tranzon Fox's determination shall be conclusive.

## MEGAN'S LAW DISCLOSURE

Purchaser(s) should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered with MD. Such information may be obtained by contacting the Maryland Dept of Public Safety, at 410-585-3600 or <http://www.dpscs.state.md.us/sorSearch/>

## LEAD BASED PAINT:

The ten (10) day inspection period for residential property is prior to the auction, and the opportunity is hereby waived from and after the date and time of auction.

## REAL ESTATE BROKERS:

A commission (as stated in the Property Information Package) calculated on the successful buyer's high bid shall be paid from the proceeds of sale to the licensed, qualified broker, whose properly registered buyer is the successful bidder at the auction, and whose buyer completes the purchase of the Property. Brokers must register their prospective buyer on the required form completely filled out and signed. In the event a commission reduction is required to consummate a sale, Fox reserves the right to proportionately reduce the commission herein. Broker must accompany their buyer to the Auction. The form is included in the Property Information Package or may be obtained by calling 703-539-8111 and must be submitted to Tranzon Fox no later than 4 pm on the last business day prior to the Auction. Fax the completed form to 703-539-8633.

## ADDITION OR WITHDRAWAL FROM SALE;

## CONDITION OF SALE:

The sale of the real Property shall be contingent upon the seller's confirmation, unless the sale is specified as absolute at the time of sale. The Auctioneer reserves the right to withdraw from sale the Property listed, and also reserves the right to group one or more properties into one or more selling lots or to subdivide into two or more selling lots. The Auctioneer reserves the right to cancel the auction sale up to the time prior to the commencement of bidding. All properties are sold in gross in all cases. If a subsequent survey by the Buyer shows a greater or lesser number of acres or square footage this will not affect the purchase or purchase price.

## RIGHTS:

Seller and auctioneer reserve the right to announce additional terms and conditions at the time of the sale, which additional terms and conditions will be binding upon the Buyer and the seller(s). All announcements made the day of sale take precedence over any conflicting prior written or verbal terms of sale. The Buyer will acquire the Property(s) subject to the rights of all parties in possession. If any conditions contained herein are not complied with by the Buyer, Tranzon Fox may, in addition to asserting all remedies available by law, including the right to hold the Buyer liable for the purchase price, either (a) cancel the sale, retaining as liquidated damages any payment made by the Buyer; (b) resell the Property at public auction; or (c) take such other action as it deems necessary or appropriate. The retention of the bidder's deposit shall not limit any rights or remedies of Tranzon Fox or the sellers with respect to the Buyer's default. If the Property is resold, the Buyer shall be liable for payment of any deficiency in the purchase price and all costs and expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder.

## JURISDICTIONS:

The respective rights and obligations of the parties with respect to the Terms and Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the State of Maryland. By bidding at any auction, whether present in person or by agent, by written bid, or other means, the Buyer shall be deemed to have consented to the jurisdiction of the state and federal courts sitting in the State of Maryland. Any controversy or claim arising from or relating to the contract or any breach of such contract shall be settled by arbitration administered by the American Arbitration Association under its rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This auction is conducted by Tranzon Fox acting as auctioneer/listing agent. Tranzon Fox is solely responsible for the terms and conditions of this auction and the manner in which it is conducted. Tranzon Fox is a member company of Tranzon, L.L.C., is independently owned and operated, and uses the Tranzon name by license from Tranzon, L.L.C., which is not conducting or otherwise involved in this auction.

**CONTRACT FOR SALE OF REAL ESTATE**

This Contract for Sale of Real Estate is made as of \_\_\_\_\_, between \_\_\_\_\_ (“Seller”) and \_\_\_\_\_ (“Purchaser”).

**WITNESSETH:**

In consideration of the deposit of \$ \_\_\_\_\_ (the “Deposit”) delivered by Purchaser to Tranzon Fox (the “Auction Firm”) and the mutual covenants hereinafter provided, Seller agrees to sell, and Purchaser agrees to buy, the following parcel of real estate together with any improvements thereon, commonly known as \_\_\_\_\_ (the “Property”). The purchase and sale of the Property shall be on the following terms and conditions:

1. **Auction Terms and Conditions.** The Auction Terms and Conditions (the “Auction Terms”) shall be deemed part of this Contract as if set forth in this Contract in their entirety. In the event of a conflict between the terms and conditions of this Contract and those of the Auction Terms, the terms and conditions of the Auction Terms shall govern.

2. **Purchase Price.** Purchaser agrees to pay as the full purchase price for the Property the sum of \$ \_\_\_\_\_ (the “Purchase Price”), as follows:

(a) Purchaser shall pay the Deposit to the Auction Firm in cash or as may be otherwise agreed by the Auctioneer upon the execution of this Agreement. Auction Firm shall hold the Deposit and shall (i) pay it over to Seller at settlement for application to the payment of the Purchase Price, (ii) return it to Purchaser when instructed to do so by Seller upon the conditions set forth herein, or (iii) in the event of Purchaser’s default and at Seller’s option, pay it over to Seller for application as set forth in Paragraph 8 below. Any interest accruing on the Deposit while held by the Auction Firm shall be retained by the Auction Firm.

(b) Purchaser shall pay the remainder of the Purchase Price to Seller at settlement in cash, by wire transfer or by certified or cashier’s check.

(c) Purchaser acknowledges that the Purchase Price includes a Buyer’s Premium of ten percent (10%). A summary of the terms of the sale is as follows:

High Bid		\$	
Buyer’s Premium	Plus	\$	
Purchase Price	Equals	\$	
Deposit	Less	\$	
Balance of Purchase Price			
Due at Settlement	Equals	\$	

3. **Settlement and Possession.** Settlement shall take place on or before \_\_\_\_\_, which is \_\_\_\_\_ days from the date hereof at the offices of Purchaser’s attorney, who shall be the settlement agent in connection with this transaction for tax reporting purposes. Possession of the Property shall be delivered to Purchaser at settlement following payment of the Purchase Price, subject to the rights of tenants, if any. TIME IS OF THE ESSENCE AS TO THE COMPLETION OF SETTLEMENT.

4. **Title.** Seller shall convey the Property to Purchaser by Special Warranty Deed. Purchaser’s and Seller’s obligations hereunder are contingent upon Seller being able to convey good and marketable title to the Property subject, however, to the following (the “Permitted Encumbrances”): (i) matters that do not render title to the Property unmarketable; (ii) the rights of tenants, if any; (iii) the lien of ad valorem real estate taxes not yet due and payable; (iv) such state of facts as an accurate survey and physical inspection of the Property would reveal; and (v) ordinary and customary easements, encumbrances and

other restrictions of record. If, prior to settlement hereunder, Purchaser identifies a title defect other than the Permitted Encumbrances, Seller shall have the opportunity, but not the obligation, to attempt to cure the title defect, and Seller may in its sole discretion extend the settlement date accordingly. If Seller does not elect to attempt to cure the title defect, or if Seller attempts but is not successful in curing the title defect, Purchaser shall have the option to; (1) terminate this Agreement, in which case Seller shall instruct the Auction Firm to return the Deposit (less any accrued interest) to Purchaser and neither party shall have any further obligation or liability to the other; or (2) waive the title defect and proceed to settlement hereunder, without any adjustment or modification of the Purchase Price. If an owner's title insurance policy can be obtained without extraordinary exception or with affirmative protection over any title defect, Purchaser shall be required to waive its objection to the title defect.

5. **Proration at Settlement and Settlement Costs.** Real estate taxes, rent and other apportionable items (if any) will be prorated at settlement. Seller shall pay the cost of preparing the deed and its own closing costs; all other recording costs, state and local transfer taxes, recordation taxes, fees, and closing expenses shall be paid by Purchaser. Each party hereto shall be responsible for paying its own legal fees incurred under this Contract, whether or not closing occurs.

- Check here if the Purchaser is a First-Time Maryland Home Buyer (if checked, the following paragraph applies to the payment of the state transfer tax only)

Buyer is a first-time Maryland Home Buyer who will reside in the property and section 14-104 of the real property article of the Annotated Code of Maryland provides:

- (A) The Purchaser's portion of the state transfer tax is waived;
- (B) The state transfer tax is reduced to 0.25% of the sales price of the property and shall be paid by the Seller.

6. **Eminent Domain.** In the event of a taking of the Property or any portion thereof by eminent domain after the date hereof but before settlement, Purchaser shall, within ten (10) days of the taking, either (i) terminate this Contract by written notice to Seller, in which event Purchaser shall be entitled to the return of the Deposit (less any accrued interest) and neither party shall have any further liability to the other, or (ii) elect to proceed to settlement without a reduction in the Purchase Price, in which event Seller shall convey to Purchaser the portion of the Property not taken and shall assign to Purchaser all of Seller's right, title, and interest in any condemnation award arising from and pertaining to the taking of the Property.

7. **Physical Condition of the Property.** Purchaser acknowledges that it has examined and inspected, and is satisfied with, the physical condition of the Property and the improvements thereon. **PURCHASER EXPRESSLY AGREES THAT THE PROPERTY IS OR WILL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS", WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUBJECT TO ORDINARY WEAR AND TEAR OCCURRING AFTER THE DATE HEREOF.** Purchaser further acknowledges that neither Seller nor Auction Firm have made or extended to Purchaser any representation, warranty or indemnity with regard to the environmental condition of the Property or with regard to its compliance with the Americans with Disabilities Act of 1990, if applicable, and Purchaser hereby assumes sole responsibility therefor, indemnifies and agrees to hold Seller and Auction Firm, and each of their affiliates, agents, directors, employees and attorneys harmless from and waives any right, action, claim or cause of action it or its successors or assigns may have now or in the future against Seller and Auction Firm, and each of their affiliates, agents, directors, employees or attorneys with regard thereto. If the improvements on the Property are damaged after the date hereof but before settlement, Seller may (but shall not be obligated to) attempt to repair the improvements and, at Seller's sole option, there shall be a reasonable extension of the settlement date in which Seller may attempt to complete the repair. If Seller notifies Purchaser that Seller does not intend to attempt repair, or if Seller attempts but is not successful in effecting repair and



so notifies Purchaser, within ten (10) days of either such notification Purchaser shall either (i) terminate this Agreement, in which case Purchaser shall be entitled to the return of the Deposit (less any accrued interest) and neither party shall have any further liability to the other, or (ii) waive any objection to the damage and any right to reduce the Purchase Price, in which case Seller shall convey to Purchaser the Property with such damaged improvements as are then thereon and shall assign to Purchaser all of Seller's right, title and interest to any insurance proceeds, if any, received or to be received in payment of damage to the improvements (but no other insurance proceeds, such as proceeds from damage to personal property).

8. **Default.** If Purchaser defaults hereunder, Seller may retain the Deposit and may also pursue such remedies as are available to Seller at law or in equity, including, without limitation, an action for specific performance. If Seller defaults hereunder, Purchaser's sole remedy shall be the return of the Deposit (less any accrued interest) and the Purchaser expressly and unconditionally waives and releases any other claim, demand injury, or cause of action, whether at law or in equity. A termination of this Contract pursuant to the termination provisions set forth in paragraph 4, 6, and 7, shall not be deemed to be a default of either party hereunder.

9. **Notice.** Any notice, request, or demand required or permitted hereunder will be in writing and will be delivered by hand, sent by express courier service, or sent by U. S. certified mail, return receipt requested, postage prepaid, if to Seller, to c/o Tranzon Fox, 121 Pennsylvania Avenue, Virginia Beach, Virginia 23462, and if to Purchaser, to the address set forth below under the Purchaser's signature, or to such other address as the party to receive such notice may hereafter specify by written notice to the other. Any such notice will be deemed given on the date of actual hand delivery, one (1) day after being sent by express courier service or two (2) days after deposit in the U. S. mail, certified.

10. **Agency Disclosure.** Seller and Purchaser acknowledge and agree that the Auction Firm and its agents and broker(s) have acted on Seller's behalf as Seller's agent in connection with this transaction. Seller and Purchaser also confirm that this disclosure of agency relationship has been made in writing.

11. **Miscellaneous.** Except as set forth in Paragraph 10, each party hereto represents that it has not involved any agent, broker, or finder in this transaction (other than the Auction Firm whose compensation is being paid by Seller, and the cooperating broker, if any, \_\_\_\_\_), and agrees to indemnify, defend, and hold the other party and the Auction Firm harmless from any claim in connection therewith. The provisions of this Contract shall survive settlement. The parties hereto acknowledge that neither has relied upon any oral representation of the other or of the Auction Firm, that no such oral representation will affect in any way the terms of this Contract and that this Contract represents the final and complete understanding between the parties. This Contract can not be modified or amended, and no waiver or any provision hereof shall be effective, unless in writing executed by the parties hereto. This Contract shall be construed, performed and enforced in accordance with the laws of the State of Maryland without regard to the conflicts of laws provisions of Maryland law. Except as provided in Paragraphs 6 and 7, the risk of loss or taking shall remain with Seller until settlement. This Contract shall inure to the benefit of and will bind the parties hereto and their respective heirs, personal representatives, successors and assigns. Purchaser may not assign its rights under this Contract without the prior written consent of Seller and Auction Firm, which consent Seller and/or Auction Firm may withhold in their sole and absolute discretion. Any such assignment to which Seller and Auction Firm consent shall not release Purchaser from any liability hereunder. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract. Notwithstanding any other provision of this Agreement, or any agreements, contracts or obligations that may derive herefrom, nothing herein shall be construed to make the parties hereto partners or joint ventures or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Contract merely to create the relationship of seller and purchaser with regard to the Property. All parties to this Contract have been represented by counsel or have had the opportunity to be so represented. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties. If any provision of this Contract or the application thereof is deemed unenforceable for any reason, the remainder of this Contract shall not be affected

thereby and shall remain in full force and effect. Notwithstanding any mention of specific acreage in any description of the Property, the parties hereby agree that the Property is being sold in gross and not by the acre. The parties' rights and obligations hereunder shall not be affected if a subsequent survey of the Property reveals a different acreage. **TIME IS OF THE ESSENCE IN CONNECTION WITH THIS CONTRACT.**

WITNESS the following signatures and seals:

SELLER:

By \_\_\_\_\_ (SEAL)  
Its \_\_\_\_\_

PURCHASERS:

\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

ADDRESS/TELEPHONE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTORNEY NAME/TELEPHONE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# BROKER ACKNOWLEDGMENT FORM

Must be received by Tranzon Fox one business day prior to auction

PROPERTY # FX  
DATE OF AUCTION: \_\_\_\_\_

REMIT TO: Tranzon Fox  
3819 Plaza Drive  
Fairfax, VA 22030  
(888) 621-2110 FAX (703) 539-8633

PROPERTY ADDRESS \_\_\_\_\_

PROSPECTIVE BUYER NAME \_\_\_\_\_

PROSPECTIVE BUYER ADDRESS \_\_\_\_\_

PROSPECTIVE BUYER PHONE # \_\_\_\_\_

This shall serve as written notice to register the above referenced Prospective Buyer with Tranzon Fox with respect to the above referenced property to be sold at Public Auction on the above referenced date.

It is understood and agreed that the broker commission will be governed in accordance with the Terms and Conditions of Sale as set forth in the information package. A commission of 2% of the high bid will be paid to the registered broker named herein if: a) this Broker Acknowledgment Form is properly completed and submitted; b) the Prospective Buyer named herein is the highest bidder at the Auction Sale; and c) the Prospective Buyer named herein as the highest bidder at the Auction Sale executes a Contract of Sale and closes on the sale of the subject property in accordance with the terms of the aforesaid Contract of Sale. In order to be effective, all Broker Acknowledgment Forms must be received by Tranzon Fox on or before 4:00 p.m. one business day prior to the auction. **Agents must accompany their buyer to the auction. No Broker Acknowledgment Forms will be accepted at the auction site.**

ACCEPTED:

\_\_\_\_\_  
Broker/Manager Signature Date

\_\_\_\_\_  
Agent Signature Date

\_\_\_\_\_  
Broker/Manager Name Printed

\_\_\_\_\_  
Agent Name Printed

\_\_\_\_\_  
Brokerage License No.

\_\_\_\_\_  
Agent License No.

\_\_\_\_\_  
Agent Email

\_\_\_\_\_  
Buyer Signature Date

\_\_\_\_\_  
Real Estate Brokerage Name

\_\_\_\_\_  
Real Estate Brokerage Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

RECEIVED BY TRANZON FOX:

By \_\_\_\_\_

Date \_\_\_\_\_