



IN COOPERATION WITH

SLOANS & KENYON



Auctioneers and Appraisers

PROPERTY INFORMATION ESTATE AUCTION

CHARMING BOLTON HILL RESIDENCE ON JOHN STREET PARK

Property #FX6698



Auction Date and Time:

Thursday, October 30th at 11 am

Preview Dates and Times:

Sunday, Oct 12th from 1 to 4 pm

Sunday, Oct 19th from 1 to 4 pm

Sunday, Oct 26th from 1 to 4 pm

Thursday, Oct 30th from 10 to 11 am

Property & Auction Location:

1309 John Street

Baltimore MD 21217

Property Description:

Grand 2,655+/-sq.ft historic Bolton Hill residence on John Street Park, built in 1850. Four bedrooms, two full baths and one half bath, enclosed backyard. Spacious interior improvements made by preservationist owner. Rarely available property has not been on the market in over 50 years. This was the home of legendary auctioneer Barr Harris and was featured in the Baltimore Sun Sunday Magazine.

The property is located in Baltimore City's Mid-

Town Benefits District" - www.midtowncommunity.org/home.html This home is within walking distance to Baltimore's Penn Station, University of Baltimore, Maryland Institute College of Art, Druid Hill Park and numerous cultural venues including the Meyerhoff Symphony Hall and the Lyric Opera House.

"Bolton Hill, only 1.5 miles from Baltimore's world-famous Inner Harbor, and 2 miles from Camden Yards and Ravens Stadium, is a premier neighborhood of about nine blocks by five blocks. The community, consisting of approximately 2,000 residents and several shops, has a rich history and a bright future. Primarily a residential community of single-family homes, Bolton

Hill also includes schools, churches, grocery stores, a florist, a video store, restaurants, hardware and drug stores, bed-and-breakfasts, and more. Bolton Hill's elegant 19th century row houses set among tree-lined streets and deep, leafy gardens qualified the neighborhood for placement on the National Register of Historic Places. Several enclaves of award-winning contemporary town homes and parks blend with the classic architecture of the larger 19th century community. New Orleans-style balconies are fragrant with flowers and parks with fountains and sculptures are alive with neighbors, art students, dog walkers, and joggers." excerpts from www.boltonhill.org

Pre-auction offers will be presented!

2007 Property Taxes:	\$7,725 (after state & city assessment credit \$3,655.92)
2008 Tax Assessment:	\$315,600
Tax ID#:	0311030404 004
Zoning:	Residential
Approx Year Built:	1850
Schools:	Mt Royal Elem & Middle, Frederick Douglas High
Utilities:	public water & sewer, hot water radiator, oil/window units
Approx Lot Size:	0.04+/- acres

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

Directions: John St is one block west of Mt. Royal Ave, the property is on the block between Lanvale and Lafayette Streets

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 \$20,000. A cashier's check, certified check, cash or money order made payable to yourself in the amount of \$20,000 must be shown at registration. Balance of contract price is due at closing within 30 days. Seller will provide a special 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

CINDY ISENNOCK LIC AU13

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!



FX6698

1309 John St, Baltimore, MD



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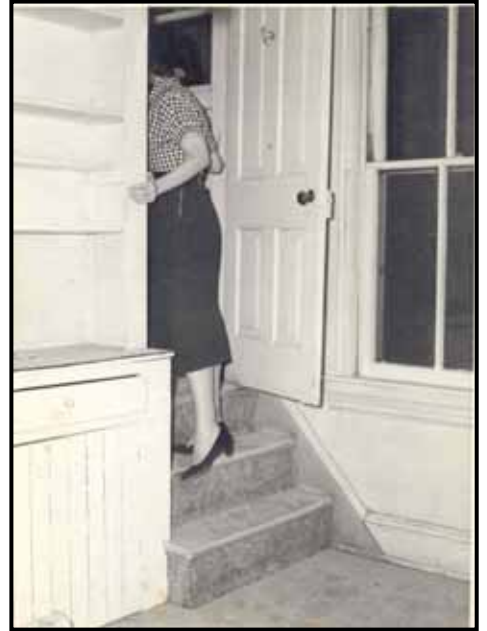
vintage photos of home restoration from 1953

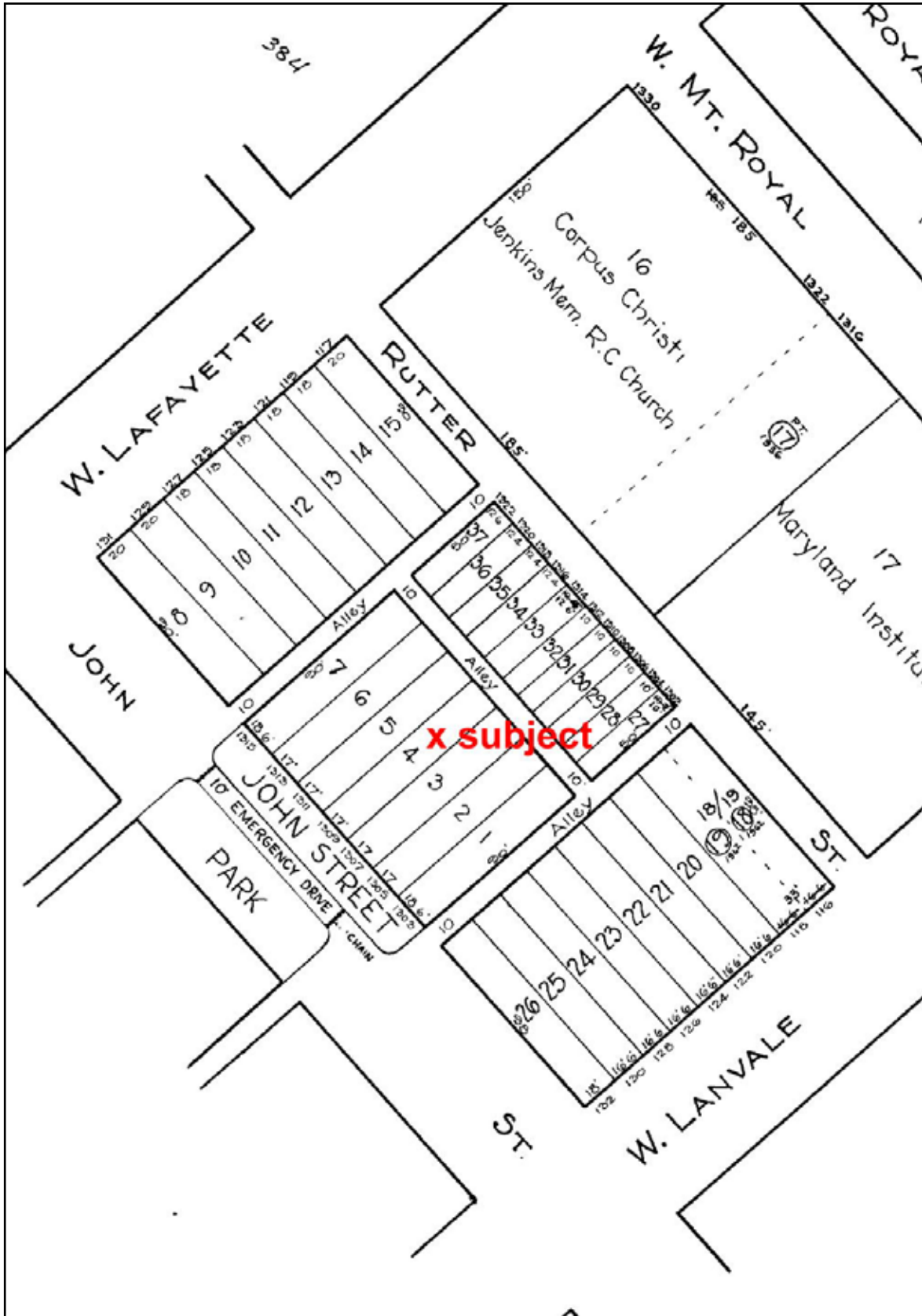


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FX6698 1309 John St, Baltimore, MD

vintage photos of home restoration from 1953





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

Article about property from the
Baltimore Sun Sunday Magazine
on August 9, 1964



Imagination and artistic flair characterize townhouse home of Mr. and Mrs. Barr Harris, of John street. House is second from the left.



A Townhouse Marked

*That of the Barr K. Harrises,
on John Street, Displays Their
Skill at Combining Varied Items*

IMAGINATION and artistic flair characterize the townhouse home of Mr. and Mrs. Barr K. Harris, of John street, who share a love for interesting things of all periods and a knack for combining them.

Lan Harris, a free-lance commercial artist who has taught illustration at Baltimore Junior College, and her husband, a Howard street auctioneer, made several changes in the house when they moved in some ten years ago. An important one was the removal of partitions separating hall and living room, giving the first floor a more open plan. A large first-floor linen closet was readily converted into a powder room and a clothes closet. Bookshelves were added in the dining room from floor to high ceiling.

What Mrs. Harris describes as "a pot-pourri" of furnishings is set against a background of earth colors and includes everything from primitive sculpture to a Swedish modern chair. Almost a stranger to furniture stores, she has acquired most

things at antique shops or at auction galleries.

The living room with its cocoa brown walls and lighter carpet is brightened by orange, deep gold and bright yellow accent pillows on the two contemporary oyster white sofas. Plants flourish in the tall windows, while an early Nineteenth Century pine mantel from the tenant house at Mondawmin adds architectural interest to the room, as does the stairway which is now a feature of it.

A farmhouse bench, an Austrian tea cart-turned-bar, a curio table which holds part of Mr. Harris's firearms collection, a Haitian wood carving and a sign from Pippin's book store are among the pieces which make every corner of the room interesting.

ADINING room which radiates hospitality centers around a Canadian pine farm table and dining chairs of maple and black leather seats and backs. Two of Mrs. Harris's abstract prints—predominantly



Mrs. Harris is pictured in the living room, which reflects a taste for interesting things of all periods. The early Nineteenth Century pine mantel is from tenant house at Mondawmin.



Bookshelves were added in the dining room, which centers around a Canadian pine farm table and dining chairs of maple with black leather seats and backs. The vestment chest from a Canadian convent, at right of picture, holds table linen.

by Imagination and Flair

Story by

Kathryn Geraghty Tubman

Photos by

A. Aubrey Bodine

red, orange and yellow—complement the room's yellow walls.

An accomplished cook, gardener and seamstress in addition to being an artist, Lun Harris has created a charming kitchen where she tries new recipes and raises some of the ingredients for them—chives, rosemary, parsley and peppers grow in pots on the window sill. Straw baskets, cookbooks and plants, which Mrs. Harris collects, are much in evidence in the kitchen, which has exposed brick walls, gleaming copper pieces and quantities of pure white china on open shelves. The couple and their 16-year-old daughter, Marybeth, enjoy sampling foreign delicacies at shops close by in the downtown area, and every Saturday Mrs. Harris visits a market.

Shades of gold predominate in the master bedroom, which includes a handsome poster bed and chest-on-chest, wedding gifts from Mr. Harris's father, a cabinetmaker and one of the first antique dealers to settle on Howard street.



Left, partitions separating the hall and living room were removed to create more open floor plan. Above, the chest-on-chest and poster bed were made by Mr. Harris's father.

Real Property Tax Account Information

[Back to Summary](#) | [Back to Main](#)

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Mayor and City Council of Baltimore
Real Property Tax Levy
July 1, 2008 to June 30, 2009

BUREAU OF TREASURY MANAGEMENT
 COLLECTION DIVISION
 200 HOLLIDAY STREET
 BALTIMORE, MD 21202

TELEPHONE INQUIRIES:
 BILLING 410-396-3987
 IVR REFERENCE 0804040000400
 STATE DEPARTMENT OF ASSESSMENTS
 410-767-8250
 STATE HOMEOWNER CREDIT 410-767-4433

HARRIS, M ELIZABETH (TR)
 KING, BENJAMIN W (TR)
 HARRIS, BARR K
 331 SHERMAN ST
 LONGMONT, CO. 80501

PROPERTY IDENTIFIER
 WD SECTION BLOCK LOT
 11 030 0404 004
 LOT DIMENSIONS
 17X90
 PRINCIPAL RESIDENCE
 CONSTANT YIELD \$ 2.079 DIFFERENCE \$.189

Assessed Property:

1309 JOHN ST

TAX DESCRIPTION	ASSESSMENT	RATE	TAX	SEMIANNUAL PAYMENT SCHEDULE		
STATE TAX	315,600	\$.1120	353.47	1ST INSTALLMENT		
CITY TAX	315,600	\$2.2680	7,157.81	<u>IF PAID BY</u>	<u>DISC/INT & PEN</u>	<u>PAY THIS AMOUNT</u>
TOTAL TAX			7,511.28			
STATE ASSESSMENT CREDIT			-106.50	2ND INSTALLMENT		
CITY ASSESSMENT CREDIT			-3,715.50	<u>IF PAID BY</u>	<u>SER. CHG&1/P</u>	<u>PAY THIS AMOUNT</u>
PAID 07/23/08 33.36-			-3,655.92	SERVICE FEE FOR SEMIANNUAL IS:	Fee:	
NET TAX AMOUNT			.00	ANNUAL PAYMENT SCHEDULE		
				<u>IF PAID BY</u>	<u>DISC/INT & PEN</u>	<u>PAY THIS AMOUNT</u>

Amount Due: 0.00

The amount due above is the full annual amount due including the applicable discount. If you are eligible to pay semi-annually and wish to do so, please refer to the Semi-Annual Payment Schedule above and remit that amount at this time. Eligibility for semi-annual payments are for owner occupied principal residences only.



Resident Resources



- [Overview](#)
- [Block Captains](#)
- [City Services](#)
- [Elected Representatives](#)
- [Links of Interest](#)
- [Home Improvement](#)
- [Midtown Benefits](#)
- [Other Baltimore Communities](#)
- [Parking & Permits](#)
- [Recycling & Trash](#)
- [Safety Resources](#)
- [Tree Care & Links](#)

QUICK SEARCH

Welcome to Bolton Hill OnLine's Resident Resources

Resident Resources is designed to give you quick access to information whether you use it regularly or only once. Use the menu on the left for detailed information.

To keep Resident Resources current and accurate, we collect information from a wide variety of sources and update it as time allows. Please **CONTACT** us with information we should add or if you find something that needs updating.

SOME RESIDENT RESOURCES **QUICK LINKS:**

Architectural Review Committee

Information and links explaining the process and forms needed to make changes to the exterior of any building in Bolton Hill

Home Improvement Resources Directory

A list of local contractors, suppliers, and other resources, recommended by residents of Bolton Hill

Parking, Permits, and HOW TO GET ONE

[Home](#) | [Neighborhood](#) | [MRIA](#) | [Communications](#) | [Resources](#)

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TERMS AND CONDITIONS OF THE AUCTION SALE

FX6698 1309 John St, Baltimore, 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. Identification must be provided. 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 Tranzon Fox immediately upon conclusion of the auction. In order to bid, a minimum non-refundable deposit of \$20,000 shall be required to be presented to the Tranzon Fox prior to the sale. The Buyer's deposit will be retained by Tranzon Fox 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 \$20,000 at the time of signing the sales contract. The total deposit shall be applied to the Buyer's credit at settlement. Tranzon Fox 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.

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. 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 the Agreement.

AGENCY:

The Tranzon Fox is acting as agent on behalf of the Seller 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. Tranzon Fox 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

Buyer 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 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. Tranzon Fox 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. Tranzon Fox 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 Tranzon Fox 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. 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 subject to the rights of all parties in possession. If any conditions contained herein are not complied with by the Buyer, Seller 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 the Seller 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.

Initials: _____, _____, _____, _____

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 _____