

TERMS OF SALE

The property will be sold in "as is" condition, subject to any existing leases, building violations and also subject to conditions, restrictions and agreements of record affecting same, if any.

A deposit of \$5,000.00 will be required at the time of sale in the form of cash, certified check or such other form acceptable to the trustees in their sole discretion. The balance in cash, with interest at 10.50 % per annum on the sale price from the date of sale to the date of settlement must be paid by Purchaser.

Adjustments of all taxes, public charges and special or regular assessments will be made as of the date of sale and thereafter be assumed by the Purchaser. Title examination, conveyancing, state revenue stamps, county and state transfer tax, and all other costs incident to settlement are to be paid by the Purchaser.

Compliance with the terms of the sale shall be made within fifteen (15) days after final ratification of sale or the deposit shall be forfeited and the property resold at the risk and cost of the defaulting Purchaser. Time is of the essence for the Purchaser.

SUBSTITUTE TRUSTEE, THORNTON W. OWEN

SUBSTITUTE TRUSTEE, CHARLES J. KAY

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FILED

MAR 18 11 03 AM '97
CHARLES C. KELLER, CLERK

BY: _____