

Attachment 06

Consideration \$ 800,000.00

PURCHASE MONEY DEED OF TRUST

THIS PURCHASE MONEY DEED OF TRUST, made as of the 22nd day of December, in the year 2023, between **M&Z CONSTRUCTION AND CONSULTING LLC**, a Virginia limited liability company, ("GRANTOR"); and **KEY FORECLOSURE SERVICES, LLC**, a Virginia Limited Liability Company, Trustee, ("GRANTEE" or "TRUSTEE"); and **PACIFIC PREMIER TRUST AS CUSTODIAN FBO MARY M. PITRELLI IRA**, ("Lender" or "Noteholder").

The business address for the Trustee is as follows:

13135 Lee Jackson Memorial Highway, Suite 108
Fairfax, Virginia 22033

WITNESSETH, that GRANTOR does hereby grant with General Warranty unto GRANTEE the following tract or parcel of improved real property (hereinafter "Subject Property") located in County of Fairfax, Virginia, and legally described as:

Lot 39, Section 1, Westbriar Country Club Estates, as the same is duly platted, dedicated and recorded in Deed Book 1673 at Page 57 among the land records of Fairfax County, Virginia.

And

Outlet 39-A, Resubdivision of a portion of Outlot "A", Section 1, Westbriar Country Club Estates, as the same is duly resubdivided, dedicated and platted and recorded in Deed Book 4025 at Page 158, among the land records of Fairfax County, Virginia.

Property Address: 103 Saint Andrews Drive, NE, Vienna, Virginia 22180

Tax Map Reference Nos.: 0391-12-0039 (Lot 39)
0391-12-0039A (Outlot 39A)

A DEFAULT ON ANY SUPERIOR INDEBTEDNESS SECURED ON THE SUBJECT PROPERTY SHALL COMPRISE A DEFAULT HEREUNDER.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating, and heating equipment, including stoves, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty

herein conveyed, and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this Deed of Trust.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that this Deed of Trust secures to NOTEHOLDER: (a) GRANTOR'S repayment of the debt evidenced by the Note described hereinafter, with interest, including all renewals, extensions and modifications thereof; (b) GRANTOR'S payment of all other sums, with interest, advanced or incurred by NOTEHOLDER under numbered paragraph 8 of this Deed of Trust; and (c) GRANTOR'S performance of all of his/her/its covenants and agreements set forth in this Deed of Trust and/or in said Note.

IN TRUST to secure to PACIFIC PREMIER TRUST AS CUSTODIAN FBO MARY M. PITRELLI IRA, or assigns, the payment of a certain promissory note dated of even date herewith in the principal sum of EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00), (the "Note"), with interest at the rate as set forth in the Note hereby secured, on the unpaid balance until paid, and made by Grantor payable to the order of PACIFIC PREMIER TRUST AS CUSTODIAN FBO MARY M. PITRELLI IRA, at the address stated in the Note or at such other place as the holder may designate in writing, payable in monthly installments as set forth in the Note with the entire indebtedness evidenced by the Note, if not sooner paid, due and payable on the 22nd day of December, 2024. The Noteholder has an option to extend the Note until December 22, 2025, as stipulated in the note.

ALSO, UPON THE FURTHER TRUST that GRANTOR shall remain in quiet and peaceable possession of the Subject Property, and take the profits thereof to his/her/its own use, until default be made in the payment of any matter of indebtedness hereby secured or in the performance of any of the covenants herein provided; and also, to secure the reimbursement to the NOTEHOLDER, the GRANTEE, and/or any substitute Trustee, and any purchaser(s) under any sale(s) as provided by this Trust, for any and all costs and expenses incurred in respect thereto, including reasonable attorney's fees incurred, or paid on account of, any litigation at law or in equity which may arise in respect to this Trust, or to the indebtedness on the Subject Property, and reasonable attorney's fees incurred, or paid by any reason of, any condemnation or eminent domain proceeding in which the Subject Property is involved or described, or in obtaining possession of the Subject Property following any sale which may be made as hereinafter provided.

In the event that default is made in the payment of the Note secured hereby or of any monthly installment of principal and/or interest as therein provided, or in the payment of any installment of real estate taxes assessed on the Subject Property, or of any condominium assessments, home owners association assessments, special assessments, fire and other hazard insurance premiums, and/or senior mortgage or deed of trust, all as hereinafter provided, or upon any default on payment on demand of any money advanced by the NOTEHOLDER on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the Note secured hereby from date of such advance, it being hereby agreed that on default in the payment of any tax or assessment or insurance premium or any payment on account thereof, or in the payment of any said costs, including, without limitation, litigation expense, as aforesaid,

NOTEHOLDER may pay the same, and all sums so advanced, with interest at the Note rate, shall immediately attach as a lien hereunder, and be payable on demand, or upon failure or inability to faithfully and fully keep and perform any of the other conditions or covenants herein provided, then upon any and every such default so made as aforesaid, GRANTOR expressly covenants and agrees that NOTEHOLDER may, following any such default, and without other or further notice, treat the entire principal debt hereby secured as immediately due and payable, and, in order to recover said principal debt or sum and interest thereon until paid, shall have the right then, or at any time thereafter, to sue thereon at law or in equity, or to enforce payment thereof by means of any remedy or provision in these presents contained; and these rights shall exist notwithstanding that by the terms of the Note it may not on its face be due.

In the event of any default occurring as described above, the TRUSTEE, and/or any Substitute Trustee, on being requested so to do by the NOTEHOLDER, shall sell the Subject Property for cash after first advertising the time, terms, and place of sale once a week for two (2) successive weeks in a newspaper published in, or having a general circulation in, the County or City wherein the Subject Property lies, or by any other method of advertisement that the TRUSTEE may deem wise, which cash the TRUSTEE shall distribute as follows:

So much of the proceeds as may be necessary to defray the expense of executing this Trust, including a Trustee's commission of Five percent (5.0%) on the gross proceeds of sale hereunder, and all proper costs, charges, and expenses, including all attorney's and other fees, and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments or insurance, with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon the Subject Property at the time of sale, and to discharge the amount of money then payable upon the Note according to its tenor; together with all interest accrued and to accrue thereon up to the date of payment of the purchase money by the purchaser at such sale, then any and all remaining liens in their order of priority. The TRUSTEE shall pay the remainder of said proceeds, if any, to GRANTOR, upon delivery of, and surrender to the purchaser of possession of the Subject Property, less the expense, if any, of obtaining possession. At any sale hereunder the TRUSTEE shall have authority and at its/their discretion to require any bidder to deposit, prior to receiving his bid or to knocking down the property to him, a bidder's deposit of not more than Ten percent (10%) of the sale price, which shall be refunded to the bidder unless the property is sold to him; otherwise in the event of default by the successful bidder the deposit shall forfeit and applied to pay the costs and expenses of sale, with the balance, if any, retained by the TRUSTEE as its/their compensation in connection with the sale.

If at any time prior to accepting a final bid for said property, the TRUSTEE, in its/their sole discretion, deems it best for any reason to postpone or continue said sale for one or more days, it/they may do so, in which event notice of such postponement or continuance shall be made in such a manner as the TRUSTEE deems sufficient. It is further agreed that if the said property shall be advertised for sale as herein provided and for any reason whatsoever is not sold, the TRUSTEE shall be entitled to receive a commission not exceeding one-half the

commission above provided, to be computed on the amount of principal of this Trust then unpaid.

In the event of the resignation, death, incapacity, disability, removal, or absence from the State of any Trustee or Substitute Trustee under this Deed of Trust, or should any Trustee or Substitute Trustee refuse to act or fail to execute this Trust when requested to do so by the NOTEHOLDER, then any other Trustee shall have all the rights, powers, and authority and be charged with the duties that are hereby conferred or charged upon the TRUSTEE, and in such event, or at the NOTEHOLDER'S option, and with or without cause, the NOTEHOLDER is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a Trustee(s) in the place and stead of the TRUSTEE herein named or any succeeding or substitute Trustee(s), which appointed and Substituted Trustee(s) shall have all the rights, powers, and authority and be charged with all the duties that are conferred or charged upon any Trustee(s) herein named.

In addition to the causes hereinabove set forth for substitution of Trustee, the NOTEHOLDER hereby secured, for any other reason satisfactory to such NOTEHOLDER, is hereby empowered to appoint another Trustee(s) in the place and stead of said Trustee(s) or any successor in trust, and the title hereby conveyed to said Trustee(s) shall be vested in said new Trustee(s), provided that said appointment is in writing and duly recorded as aforesaid.

In the event all or any part of the Subject Property, or any interest therein, is sold or transferred by GRANTOR without NOTEHOLDER'S prior written consent, NOTEHOLDER may, in its sole discretion, declare all sums secured by this Deed of Trust to be immediately due and payable, and NOTEHOLDER may, without other or further notice or demand on GRANTOR, invoke any remedies he/she/it may have under the Note, this Deed of Trust, other agreements between the parties hereto, or applicable law.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL, OR THE TERMS THEREOF BEING MODIFIED, IN THE EVENT OF ANY SALE OR CONVEYANCE OF THE SUBJECT PROPERTY HEREBY CONVEYED, OR ANY INTEREST THEREIN.

GRANTOR, in order to more fully protect the security of this Deed of Trust, does hereby covenant and agree that:

1. GRANTOR will promptly pay the principal of and interest on the indebtedness evidenced by the Note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part at any time without penalty.
2. GRANTOR will keep all improvements now existing, or hereafter erected, on the Subject Property insured against loss by fire in the sum of at least 80% of the insurable value of said improvements and other hazards, casualties, and contingencies, in such amounts and for such periods as may be required by NOTEHOLDER, and will pay promptly, when due, any

premiums on such insurance. All insurance shall be carried with companies approved by NOTEHOLDER and the policies and renewals thereof shall be held by NOTEHOLDER and have attached thereto a mortgagee's clause without contribution in favor of and in form acceptable to NOTEHOLDER. GRANTOR hereby assigns all such policies and renewals and all other policies issued and hereafter to be issued covering the Subject Property to NOTEHOLDER as additional security for the payment of all sums and interest secured hereby. GRANTOR further covenants that in the event of his/her/its failure to keep the Subject Property so insured and the policies so deposited, NOTEHOLDER may at his/her/its option, but without any obligation to effect the same, effect such insurance and pay the premiums thereon and all monies so paid, with interest thereon at the Note rate, shall become a part of the debt hereby secured, and shall be otherwise recoverable from GRANTOR as a debt. In the event of foreclosure of this Deed of Trust or other transfer of title to the Subject Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of GRANTOR in and to any insurance policies then in force shall pass to the purchaser.

3. GRANTOR will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, impositions, for which provision has not been made heretofore and GRANTOR will promptly deliver the official receipts therefore to NOTEHOLDER within thirty (30) days following the due date of each payment, and in default thereof NOTEHOLDER may pay the same and all sums so advanced, shall bear interest at the Note rate as aforesaid and shall attach as a lien hereunder, and be payable on demand. Should GRANTOR fail to pay tax bill and provide proof of such payment to NOTEHOLDER as specified above, GRANTOR shall, at NOTEHOLDER'S sole option, within thirty (30) days of NOTEHOLDER'S written demand, establish an escrow account with NOTEHOLDER for payment of real estate taxes.

4. GRANTOR further assigns to NOTEHOLDER, as additional security, any rents which may now or hereafter be due upon the Subject Property, it being understood that in the event it becomes necessary by reason of default under any of the terms hereof for NOTEHOLDER to collect said rents, NOTEHOLDER shall have the right and privilege of employing agents for that purpose and paying a percentage of the rents collected to such agents for such collection. GRANTOR authorizes NOTEHOLDER, or NOTEHOLDER'S agent to collect said rents and hereby directs each tenant of the Subject Property to pay rents to NOTEHOLDER or NOTEHOLDER'S Agent.

5. If the Subject Property, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, shall be paid to NOTEHOLDER, and, at NOTEHOLDER'S option, may be applied as a credit against the debt secured hereby, or released for the repairing or rebuilding of the Subject Property.

6. GRANTOR will keep the Subject Property in as good order and condition as it is now and will not commit or permit any waste of the Subject Property, reasonable wear and tear excepted.

7. If the Subject Property, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the Note secured hereby remaining unpaid, are hereby assigned by GRANTOR to NOTEHOLDER and shall be paid forthwith to NOTEHOLDER to be applied by it on account of the indebtedness secured hereby, whether or not due.

8. In the event GRANTOR fails to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect NOTEHOLDER'S rights in the Subject Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), NOTEHOLDER may do and pay for whatever action, in NOTEHOLDER'S sole discretion, is deemed reasonably necessary to protect the value of the Subject Property and/or NOTEHOLDER'S rights in that property. NOTEHOLDER'S actions may include, without limitation, paying any sums secured by a lien which has priority over this Deed of Trust, appearing in court, incurring and/or paying reasonable attorney's fees, and entering the Subject Property to make repairs. Although NOTEHOLDER may take action under this paragraph 8, NOTEHOLDER does not have to do so. Any amounts disbursed by NOTEHOLDER, or which NOTEHOLDER has become obligated to pay, under this paragraph 8 shall become additional debt of GRANTOR secured by this Deed of Trust, shall bear interest at the Note rate, and shall be payable, with interest upon written notice from NOTEHOLDER to GRANTOR requesting payment.

9. NOTEHOLDER, or his/her/its agent may make reasonable entries upon and inspections of the Subject Property from time to time. NOTEHOLDER shall give GRANTOR notice at the time of, or prior to, any inspection specifying reasonable cause for the inspection.

10. Upon the full payment of the Note, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, the TRUSTEE shall release and reconvey the Subject Property unto and at the cost of GRANTOR for a fee not to exceed One Hundred and No/100 Dollars (\$100.00).

11. Any notice to GRANTOR required or permitted under this Deed of Trust shall be effective as of the date it is delivered, or mailed, first class postage prepaid, to GRANTOR at the Subject Property, or at such other address as GRANTOR may hereafter designate by notice to NOTEHOLDER. Any notice to NOTEHOLDER shall be effective as of the date mailed, first class postage prepaid, to NOTEHOLDER at NOTEHOLDER'S address as set forth herein, or in the Note hereby secured, or at such other address as NOTEHOLDER may hereafter designate by notice to GRANTOR.

12. GRANTOR hereby waives the benefit of all homestead exemption as to the debt secured by this Deed of Trust and as to any expenditure for insurance, taxes, levies, assessments, dues or charges, by NOTEHOLDER in pursuance of this Deed of Trust.

13. If (a) GRANTOR fails to perform the covenants and agreements contained in this Deed of Trust, (b) there is a legal proceeding that might significantly affect NOTEHOLDER'S interest in the Property and/or rights under this Deed of Trust (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Deed of Trust or to enforce laws or regulations), or (c) GRANTOR has abandoned the Property, then NOTEHOLDER may do and pay for whatever is reasonable or appropriate to protect NOTEHOLDER'S interest in the Property and rights under this Deed of Trust, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. NOTEHOLDER's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Deed of Trust; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Deed of Trust, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although NOTEHOLDER may take action under this Section 13, NOTEHOLDER does not have to do so and is not under any duty or obligation to do so. It is agreed that NOTEHOLDER incurs no liability for not taking any or all actions authorized under this Section 13.

Any amounts disbursed by NOTEHOLDER under this Section 13 shall become additional debt of GRANTOR secured by this Deed of Trust. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from NOTEHOLDER to GRANTOR requesting payment.

If this Deed of Trust is on a leasehold, GRANTOR shall comply with all the provisions of the lease. If GRANTOR acquires fee title to the Property, the leasehold and the fee title shall not merge unless NOTEHOLDER agrees to the merger in writing.

14. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by NOTEHOLDER to GRANTOR or any Successor in Interest of GRANTOR shall not operate to release the liability of GRANTOR or any Successors in Interest of GRANTOR. NOTEHOLDER shall not be required to commence proceedings against any Successor in Interest of GRANTOR or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original GRANTOR or any Successors in Interest of GRANTOR. Any forbearance by NOTEHOLDER in exercising any right or remedy including, without limitation, NOTEHOLDER'S acceptance of payment from third persons, entities or Successors in Interest of GRANTOR or any amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

15. NOTEHOLDER may charge GRANTOR fees for services performed in connection with GRANTOR'S default, for the purpose of protecting NOTEHOLDER'S interest in the Property and rights under this Deed of Trust, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express

authority in this Deed of Trust to charge a specific fee to GRANTOR shall not be construed as a prohibition on the charging of such fee. NOTEHOLDER may not charge fees that are expressly prohibited by this Deed of Trust or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from GRANTOR which exceeded permitted limits will be refunded to GRANTOR. NOTEHOLDER may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to GRANTOR. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). GRANTOR'S acceptance of any such refund made by direct payment to GRANTOR will constitute a waiver of any right of action GRANTOR might have arising out of such overcharge.

16. The Note or a partial interest in the Note (together with this Deed of Trust) can be sold one or more times without prior notice to GRANTOR. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Deed of Trust and performs other mortgage loan servicing obligations under the Note, this Deed of Trust, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Services, GRANTOR will be given written notice of the change which will state the name and address of the new Loan Services, the address to which payments should be made and any other information Applicable Law requires in connection with a notice of transfer of servicing. If the note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to GRANTOR will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither GRANTOR nor NOTEHOLDER may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's action pursuant to this Deed of Trust or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Deed of Trust, until such GRANTOR or NOTEHOLDER has notified the other party (with such notice given in compliance with the requirements of Section 11) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to GRANTOR pursuant to Section 18 and the notice of acceleration given to GRANTOR pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 16.

17. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by GRANTOR at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if GRANTOR is not a natural person and a beneficial interest in Borrower is sold or transferred) without NOTEHOLDER'S prior written consent, NOTEHOLDER may require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by NOTEHOLDER if such exercise is prohibited by applicable Law.

If NOTEHOLDER exercises this option, NOTEHOLDER shall give GRANTOR notice of acceleration. Then notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 11 within which GRANTOR must pay all sums secured by this Deed of Trust. If GRANTOR fails to pay these sums prior to the expiration of this period, NOTEHOLDER may invoke any remedies permitted by this Deed of Trust without further notice or demand on GRANTOR.

NON-UNIFORM COVENANTS. GRANTOR and NOTEHOLDER further covenant and agree as follows:

18. NOTEHOLDER shall give notice to GRANTOR prior to acceleration following GRANTOR'S breach of any covenant or agreement in this Deed of Trust (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 10 days from the date the notice is given to GRANTOR, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform GRANTOR of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of GRANTOR to acceleration and sale. If the default is not cured on or before the date specified in the notice, NOTEHOLDER at its option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. NOTEHOLDER shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If NOTEHOLDER invokes the power of sale, NOTEHOLDER or Trustee shall give the GRANTOR, the owner of the Property, and all other persons, notice of sale as required by applicable Law. Trustee shall give public notice of sale by advertising, in accordance with applicable Law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days

following the last advertisement. Trustee, without demand on GRANTOR, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with applicable Law. NOTEHOLDER or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property with special warranty of title. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to discharge the expenses of executing the trust, including a reasonable commission to Trustee; (b) to discharge all taxes, levies, and assessment, with costs and interest if these costs have priority over the lien of this Deed of Trust, including the due pro rata thereof for the current year; (c) to discharge in the order of their priority, if any, the remaining debts and obligations secured by this Deed of Trust, and any liens of record inferior to this Deed of Trust under which sale is made, with lawful interest; and, (d) the residue of the proceeds shall be paid to GRANTOR or GRANTOR'S assigns. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at the sale.

19. Upon payment of all sums secured by this Deed of Trust, NOTEHOLDER shall request Trustee to release this Deed of Trust and shall surrender all notes evidencing debt secured by this Deed of Trust to Trustee. Trustee shall release this Deed of Trust. GRANTOR shall pay any recordation costs. NOTEHOLDER may charge GRANTOR a fee of \$250.00 for the first payoff statement requested, and \$50.00 for each subsequent payoff statement requested.

The covenants herein contained in this Deed of Trust shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and the assigns of each of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

This Deed of Trust, and the Note secured hereunder, have been made under, and shall be ruled, interpreted, and governed by, the laws of the Commonwealth of Virginia.

IN THE EVENT THIS LOAN GOES INTO FORECLOSURE AND THE TRUSTEE'S CONDUCTING THE FORECLOSURE ARE ATTORNEYS OR EMPLOYEES FROM OLD DOMINION LAW, PLLC, KEY FORECLOSURE SERVICES, LLC OR KEY TITLE, I/WE FOREVER WAIVE ANY CONFLICT OF INTEREST OR ATTORNEY/CLIENT RELATIONSHIP, THAT MAY ARISE DUE TO ATTORNEYS OR EMPLOYEES FROM KEY TITLE, KEY FORECLOSURE SERVICES, LLC, OF OLD DOMINION LAW, PLLC, CONDUCTING THE REFINANCE/SALE/PURCHASE OF MY/OUR PROPERTY AND THE ATTORNEYS AND EMPLOYEES OF KEY TITLE, KEY FORECLOSURE SERVICES, LLC, AND OLD DOMINION LAW, PLLC, PREPARING MY/OUR LOAN DOCUMENTS AND/OR

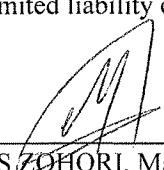
APPEARING AS TRUSTEES ON THE DEED OF TRUST, AND I/WE SPECIFICALLY AUTHORIZE THEM TO CONDUCT SAID FORECLOSURE.

BY SIGNING THIS DEED OF TRUST IN THE SPACE PROVIDED BELOW BORROWER EXPRESSLY CERTIFIES TO LENDER THAT THE PROCEEDS OF THIS LOAN WILL BE USED FOR BUSINESS PURPOSES ONLY.

THE UNDERSIGNED BORROWER(S) HEREBY CERTIFY THAT THE PROCEEDS OF THIS LOAN WILL NOT BE USED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

WITNESS the following signature(s) and seal(s).

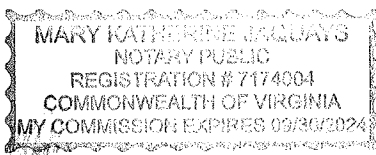
M&Z CONSTRUCTION AND CONSULTING LLC, a
Virginia limited liability company

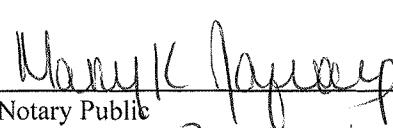
By:  (SEAL)
MIR WAIS ZOHORI, Managing Member

STATE OF VIRGINIA)
COUNTY OF FAIRFAX) to wit:

I, the undersigned, a Notary Public for the City/County aforesaid in the State of Virginia, whose commission as Notary expires on 9-30-24, do hereby certify that M&Z CONSTRUCTION AND CONSULTING LLC, a Virginia limited liability company by MIR WAIS ZOHORI, in his capacity as Managing Member, whose name is signed to writing above, bearing date on the 22nd day of December, 2023, has acknowledged the same before me in my City/County and State aforesaid.

GIVEN under my hand this 22 day of December, 2023.



 (SEAL)
Notary Public
Notary I.D. No. 7174004

L:\SHARED\RIDOT\MZ CONSTRUCTION.PACIFIC PREMIER TRUST.103 SAINT ANDREWS DR.DOCX

23-60090-K

DEED

THIS DEED, made this 20th day of December 2023, by and between **MARIAMMA K. THOPPIL and VARKEY V. KALLARAKAL, Jr., Successor Trustees of the VARKEY V. KALLARAKAL REVOCABLE TRUST DATED MARCH 31, 1998,** GRANTOR(S); and **M&Z CONSTRUCTION AND CONSULTING LLC, a Virginia limited liability company,** GRANTEE(S);

WHEREAS, the herein described property was conveyed to Varkey V. Kallarakal and Kochutheresia V. Kallarakal, Trustees of the VARKEY V. KALLARAKAL REVOCABLE TRUST DATED MARCH 31, 1998, by Deed dated May 21, 1998 and recorded May 28, 1998 in Deed Book 10411 at Page 0941 among the Land Records of the County of Fairfax, Virginia; and

WHEREAS, Varkey V. Kallarakal died on or about March 26, 2023, leaving Kochutheresia V. Kallarakal as Trustee of the VARKEY V. KALLARAKAL REVOCABLE TRUST DATED MARCH 31, 1998, and appointing MARIAMMA K. THOPPIL and VARKEY V. KALLARAKAL, Jr., as Successor Trustees of the VARKEY V. KALLARAKAL REVOCABLE TRUST DATED MARCH 31, 1998, both to serve jointly as Trustees under the Trust; and

WHEREAS, Kochutheresia V. Kallarakal died on or about June 17, 2023, leaving MARIAMMA K. THOPPIL and VARKEY V. KALLARAKAL, Jr., as Successor Trustees of the VARKEY V. KALLARAKAL REVOCABLE TRUST DATED MARCH 31, 1998, said Successor Trustees having the power to sell the herein described property.

WITNESSETH

THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR(S) do hereby grant, bargain, exchange, sell and convey, in fee simple and with General Warranty and English Covenants of Title, unto the said GRANTEE(S), all the following described property,

Tax Map No: 0391 12 0039
0391 12 0039A
Grantee's Address: 4921 Seminary Road #1604, Alexandria, VA 22311
Consideration: \$950,000.00 **Assessed Value:** \$881,900.00
Owner's Title Insurance Underwriter: Chicago Title Ins. Company
File No: 23-60090-K

THIS DEED PREPARED BY THE LAW OFFICES OF
OLD DOMINION LAW, PLLC
7010 Little River Turnpike Ste 220
Annandale, VA 22003
Bridget Fancher VSB# 40564

situate, lying and being in the County of Fairfax, Commonwealth of Virginia, described as:

Lot 39, Section 1, WESTBRIAR COUNTRY CLUB ESTATES, as the same is duly platted, dedicated and recorded in Deed Book 1673 at Page 57 among the land records of Fairfax County, Virginia.

AND

Outlot 39-A, Resubdivision of a portion of Outlot "A", Section 1, WESTBRIAR COUNTRY CLUB ESTATES, as the same is duly resubdivided, dedicated and platted and recoded in Deed Book 4025 at Page 158, among the land records of Fairfax County, Virginia.

The GRANTORS covenant that said GRANTOR has the right to convey the aforesaid property; that the GRANTOR has done no act to encumber said property; that the GRANTEE(S) shall have quiet and peaceable possession thereof and the property will be free from all encumbrances; and that the GRANTORS will execute such further assurances thereof as may be deemed requisite.

WITNESS the following signatures and seals:


MARIAMMA K. THOPPIL, Successor Trustee of the
VARKEY V. KALLARAKAL REVOCABLE TRUST
DATED MARCH 31, 1998


VARKEY V. KALLARAKAL, JR. Successor Trustee of
the VARKEY V. KALLARAKAL REVOCABLE TRUST
DATED MARCH 31, 1998

STATE OF Virginia
COUNTY OF FAIRFAX to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **MARIAMMA K. THOPPIL and VARKEY V. KALLARAKAL, Jr., Successor Trustees of the VARKEY V. KALLARAKAL REVOCABLE TRUST DATED MARCH 31, 1998**, whose names are signed to the foregoing document, have this date acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this 20th day of December, 2023.



R. Robert Rush
Notary Public
Notary I.D. No.: 244508

PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION

DEED OF CONSOLIDATION

Tax Map Nos.: 0391 12 0039
0391 12 0039A

THIS DEED OF CONSOLIDATION is made this ____ day of _____, 2024, by and among **M&Z CONSTRUCTION AND CONSULTING LLC**, a Virginia limited liability company, (also known as the “Owner”), GRANTOR; **KEY FORECLOSURE SERVICES, LLC**, a Virginia limited liability company, Trustee, (also known as “Trustee”) GRANTOR and GRANTEE; **PACIFIC PREMIER TRUST AS CUSTODIAN FBO MARY M. PITRELLI IRA**, (also known as “Beneficiary”) GRANTOR and GRANTEE; and **TOWN OF VIENNA, VIRGINIA**, GRANTEE, (also known as “TOWN”).

W I T N E S S E T H :

WHEREAS, GRANTOR is the Owner is those certain parcels of real property located in the Town of Vienna, Fairfax County, Virginia, known as Lot 39 and Outlot 39A, Section 1, WESTBRIAR COUNTRY CLUB ESTATES, (Lot 39, Tax Map No. 0391 12 0039, 103 Saint Andrews Drive, NE, Vienna, containing 14,460 SF and Outlot 39A, Tax Map No. 0391 12 0039A, containing 8,871 SF), being the land acquired by GRANTOR by virtue of that certain Deed dated December 20, 2023 and recorded December 22, 2023, in Deed Book 28049 at Page 1699, among the land records of Fairfax County, Virginia, (collectively the “Property”), as further depicted on that certain plat dated June 17, 2024, entitled “FINAL PLAT SHOWING LOT CONSOLIDATION ON LOT 39 AND OUTLOT 39A, WESTBRIAR COUNTRY ESTATES, SEC 1, TOWN OF VIENNA, VIRGINIA,” and prepared by Gyanendra S. Thapa,

PE of Global Engineering, Fairfax, Virginia, attached hereto and incorporated herein ("Plat");
and

WHEREAS, the Property is subject to the lien of a certain Purchase Money Deed of Trust dated December 20, 2023, and recorded December 22, 2023, in Deed Book 28049 at Page 1702, of the aforesaid land records (the "Deed of Trust") wherein the Property was conveyed unto KEY FORECLOSURE SERVICES, LLC, Trustee, in trust, to secure a certain indebtedness, as more specifically set forth therein; and

WHEREAS, it is the desire of the Owner, with the consent and approval of the Trustee and the Beneficiary, to consolidate the Property, Consolidation of Lot 39 and Outlot 39A, Section 1, WESTBRIAR COUNTRY CLUB ESTATES, as hereinafter provided (Plan No.

_____.

DEED OF CONSOLIDATION

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR, does hereby vacate the property lines between Lot 39 and Outlot 39A, and does hereby consolidate said Lot 39 and Outlot 39A into a single parcel of land, containing 23,331 SQ FT, more or less, to be known as:

Lot 39, Section 1, WESTBRIAR COUNTRY CLUB ESTATES, (103 Saint Andrews Drive, NE, Vienna, Virginia).

COVENANTS REAL

The Owner, with the consent and approval of the Trustee and the Beneficiary, declares that the agreements and covenants stated in this Deed are not covenants personal to the Owner, but are covenants real, running with the land.

FREE CONSENT AND DESIRE

This Deed is made with the free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees, if any.

MISCELLANEOUS

This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Deed may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Deed is in accordance with the Statutes of Virginia and the ordinances in force in Fairfax County governing the platting and subdivision of land, and is approved by the proper authorities as evidenced by their endorsement hereto and the Plat.

(Signatures appear on the following pages)

WITNESS the following signatures and seals:

OWNER:

M&Z CONSTRUCTION AND CONSULTING
LLC, a Virginia limited liability company

By: _____ (SEAL)
MIR WAIS ZOHORI, Managing Member

STATE OF _____
COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that M&Z CONSTRUCTION AND CONSULTING LLC, a Virginia limited liability company, by MIR WAIS ZOHORI, in his capacity as Managing Member whose name is signed to the foregoing Deed of Consolidation, has personally acknowledged, subscribed and sworn to the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this _____ day of _____, 2024.

NOTARY PUBLIC
Notary I.D. No.: _____

My Commission Expires: _____

WITNESS the following signatures and seals:

TRUSTEE:

KEY FORECLOSURE SERVICES, LLC, a
Virginia limited liability company, **Trustee**

By: _____ (SEAL)

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby
certify that KEY FORECLOSURE SERVICES, LLC, a Virginia limited liability company,
Trustee, by _____ in his capacity as
_____, whose name is signed to the foregoing
Deed of Consolidation, has personally acknowledged, subscribed and sworn to the same before
me in my aforesaid jurisdiction.

GIVEN under my hand and seal this _____ day of _____, 2024.

NOTARY PUBLIC

Notary I.D. No.: _____

My Commission Expires: _____

WITNESS the following signatures and seals:

BENEFICIARY:

PACIFIC PREMIER TRUST AS CUSTODIAN
FBO MARY M. PITRELLI IRA

By: INSTANT MONEY NEXTGEN, LLC, a
Virginia limited liability company, **its Serving
Agent**

By: _____ (SEAL)
ANTHONY PITRELLI, Managing Member

STATE OF _____
COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that PACIFIC PREMIER TRUST AS CUSTODIAN FBO MARY M. PITRELLI IRA, by INSTANT MONEY NEXTGEN, LLC, a Virginia limited liability company, its Servicing Agent, by ANTHONY PITRELLI, in his capacity as Managing Member, whose name is signed to the foregoing Deed of Consolidation, has personally acknowledged, subscribed and sworn to the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this _____ day of _____, 2024.

NOTARY PUBLIC
Notary I.D. No.: _____

My Commission Expires: _____

Accepted on behalf of the Town of Vienna, Virginia, by authority granted by said Town.

Town of Vienna, Virginia

STATE OF VIRGINIA)
COUNTY OF FAIRFAX) to-wit;

This instrument was acknowledged before me by _____
_____, Title: _____ of the Town of
Vienna, Virginia, on this, the _____ day of _____, 2024.

Notary Public

Notary I.D. No.: _____

My Commission Expires: _____

I:\shared\r\easement\mz construction\consolidation.doc
File No.: 24-9520-P