

Expose Bk467p191

Unknown

History suggests that the grantor "ANTHONY MINER O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell" in the 1992 deed for Accotink, would not be recognized when it comes to the settlement of a sale of Accotink. A justification for this history remains unknown.

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
"1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith)."

1985 Fix

Whatever was fixed remains unknown

Bond fee - Lawyer fee as
bond pd when sold.
nominal amt now.

Clerk 691-2224 . 71st d

691-4193 - give

fiduciary no. 21840

Procedura

(Come in - surety bond -)

(Do resided with)

Fatty Moato.

1986 Surprise

Whatever is behind this remains unknown

LAW OFFICES

MACKALL, MACKALL, WALKER & SILVER

A PROFESSIONAL CORPORATION

4031 CHAIN BRIDGE ROAD

FAIRFAX, VIRGINIA

22030

TELEPHONES

(703) 273-0320

(703) 273-0321

HENRY C. MACKALL
DOUGLASS S. MACKALL, III
DOUGLAS D. WALKER
GLENN H. SILVER
NANCY E. GIBB
AMY E. BLANCHARD

May 8, 1986

Mr. Anthony M. O'Connell
2337 South 13th Street
St. Louis, Missouri 63104

Herbert A. Higham, Esquire
6208 Higham Drive
Alexandria, Virginia 22310

Dear Mr. O'Connell and Mr. Higham:

Enclosed please find a copy of my letter to Mr. White together with copy of a proposed Petition and Order in connection with the bond problem we ran into when you attempted to qualify. I have discussed this with Mr. White and expect no problem getting it entered. If either of you have any objections to anything in either of these documents please let me know.

Sincerely,



Henry C. Mackall

HCM/jkw
Enclosures

1988 Surprise

Whatever is behind this remains unknown.

88 050598

APR 22 9:32

DEED OF BARGAIN AND SALE

THIS DEED, made this 21st day of April, 1988, by and between JEAN MINER/O'CONNELL, unmarried; and ANTHONY M./O'CONNELL and HERBERT A./HIGHAM, Trustees of the Trust established by the Will of the late Harold A./O'Connell, hereinafter called Grantors; and LYNCH PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, hereinafter called Grantee, provides:

That for \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, the aforementioned Trustees hereby grant, bargain, sell and convey with Special Warranty, and the aforementioned Jean Miner O'Connell hereby grants, bargains, sells and conveys with General Warranty of title unto the Grantee, the following real estate, located in Fairfax County, Virginia, containing 3.23987 acres:

Beginning at a point marking the intersection of the Easterly right-of-way line of Frontier Drive (Route #2677) and the Southerly right-of-way line of Franconia Road (Route #644), thence with the Southerly right-of-way line of Franconia Road S 86° 51' 59" E, 369.48 feet, to a point marking a Northwesterly corner of the property of the County School Board of Fairfax County; thence with the boundary of said School Board S 00° 49' 33" W. 374.84 feet to a concrete monument; and N 89° 10' 27" W, 369.18 feet, to a point on the aforementioned right-of-way line of Frontier Drive; thence with said right-of-way line of Frontier Drive N 00° 49' 33" E, 389.72 feet to the point of beginning, containing 3.23987 acres of land.

AND BEING the same property conveyed to Harold A./O'Connell and Jean M. O'Connell, his wife, as joint tenants with the common law right of survivorship by deed recorded in Deed Book A-13 at Page 37. Whereas by Deed of Partition recorded in Deed Book 4026 at Page 454, the property was reconveyed to Harold A. O'Connell as to an undivided one-half interest and to Jean M. O'Connell, as to an undivided one-half interest, whereas, Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead.

BK7005 0634

COLDWELL BANKER SETTLEMENT & TITLE SERVICES, INC.
2551 GREENSBORO DR. SUITE 600
MCLEAN, VA 22102

1411 257.37

consideration

PC Box 607
Springfield, VA 22150

This conveyance is made subject to all recorded conditions, restrictions and easements affecting the property hereby conveyed.

The Trustee Grantors covenant that they have the right to convey such lands to the Grantee; that they have done no act to encumber such lands. Jean Miner O'Connell covenants that she has the right to convey such lands to the Grantee; that she has done no act to encumber such lands; that the Grantee shall have quiet possession of such lands free from all encumbrances; and that she will execute such further assurances of such lands as may be requisite.

WITNESS the following signatures and seals:

Jean Miner O'Connell (SEAL)
JEAN MINER O'CONNELL

Anthony M. O'Connell (SEAL)
ANTHONY M. O'CONNELL, TRUSTEE

Herbert A. Higham (SEAL)
HERBERT A. HIGHAM, TRUSTEE

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Jean Miner O'Connell, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 21st day of April, 1988.

David H. Quarter
Notary Public

My Commission Expires: 10/15/91

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Herbert A. Higham, Trustee, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 21st day of April, 1988.

John A. Overton
Notary Public

My Commission Expires: 10-15-91

STATE OF VIRGINIA
CITY/COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Anthony M. O'Connell, Trustee, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

John A. Overton
Notary Public

My Commission Expires: 10-15-91

RECORDED W/CERTIFICATE ANNEXED

APR 22 1988

FAIRFAX COUNTY, VA.

TESTE: John T. Frey
CLERK

-3-

A COPY TESTE:
JOHN T. FREY, CLERK

By: William L. Frey
Deputy Clerk

1992 Deed

DEED IN TRUST UNDER
LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16TH day of OCTOBER, 1992 by and between JEAN MARY O'CONNELL/NADER and HOWARD/NADER, husband and wife, SHEILA ANN/O'CONNELL and PIERRE/SHEVENELL, husband and wife, ANTHONY MINER/O'CONNELL, divorced and not remarried, and ANTHONY MINER/O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER/O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

W I T N E S S E T H:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the Property in fee simple, with the appurtenances thereunto belonging, upon the trusts and for the uses and purposes set forth herein and in that certain Land Trust Agreement dated as of 16TH day of OCTOBER 1992, which is incorporated herein by this reference.

Full power and authority is hereby granted to the Trustee and their successors and assigns to protect and conserve the property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for and rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this trust have been complied with, (c) to inquire into the authority, necessity of expediency of any act of any Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming and right, title or interest thereunder; (a) that at the time of the delivery thereof this trust was in full force and effect, (b) that such instrument

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

BK8307 1446

was executed in accordance with the trusts, terms and conditions hereof and of the Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of his, its or their predecessor in trust.

The Trustee shall have no individual liability or obligation whatsoever arising from his ownership, as trustee, of the legal title to said property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with said property, or in otherwise acting as such trustee, except only so far as said Trust Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

The interest of every beneficiary hereunder and under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

This deed is governed by and is to be read and construed with reference to Section 55-17.1, Code of Virginia (1950 as amended) and now in force.

Except as hereinafter noted, the Grantors covenant that they have the right to convey the Property to the Trustee, that Grantors have done no act to encumber the Property, that the Trustees shall have quiet possession of the Property, free from all encumbrances, and that Grantors will execute such further assurances of the Property as may be requisite.

Howard Nader and Pierre Shevenell join in this Deed in Trust Under Land Trust Agreement for the sole purpose of consenting to the conveyance of the Property, and hereby forever convey, release and waive any marital rights or right to claim an elective share in such Property as part of their spouses' augmented estate pursuant to Code of Virginia, Section 64.1-13, et seq., as amended, and give no covenant or warranty of title to the property hereby conveyed.

WITNESS the following signatures and seals:

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Howard Nader (SEAL)
Howard Nader

Sheila O'Connell (SEAL)
Sheila Ann O'Connell

Pierre Shevepell (SEAL)
Pierre Shevepell

Anthony Miner O'Connell (SEAL)
~~Anthony Miner O'Connell~~

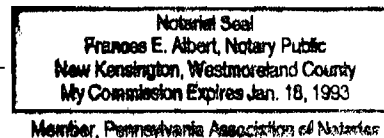
Anthony Miner O'Connell, Trustee (SEAL)
Anthony Miner O'Connell, Trustee
Under the Last Will and Testament of
Harold A. O'Connell

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

13th The foregoing instrument was acknowledged before me this
day of August, 1992, by Jean Mary O'Connell
Nader.

Frances E. Albert
Notary Public

My Commission expires: _____



STATE OF Pennsylvania
COUNTY OF Allegheny, to wit:

14 The foregoing instrument was acknowledged before me this
day of August, 1992, by Howard Nader.

Frances E. Albert
Notary Public

My Commission expires: 3-10-95

