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Board of Zoning Adjustment
District of Columbia
CASE NO. 17034
EXHIBIT NO. 19A2

HORSEY AND THORPE, ARCHITECT
1220 31st STREET, NW
WASHINGTON, DC 20007

3124 Q STREET, NW

WASHINGTON, D.C.

SITE PLAN - EXISTING CONDITIONS

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AFTER RECORDING,
PLEASE RETURN TO:
Attention: John C. Moffett, Esquire
Rubloff & Moffett
800 S. Frederick Road, Suite 303
Gaithersburg, Maryland 20877

SPECIAL WARRANTY DEED AND EASEMENT AGREEMENT

THIS SPECIAL WARRANTY DEED AND EASEMENT AGREEMENT is made this 18th day of October, 2002, by HERBERT S. MILLER and PATRICE R. MILLER, husband and wife ("Grantor"), having a business address c/o 1054 31st Street, N.W., Suite 410, Washington, D.C. 20007, and G'TOWN 32nd STREET, LLC, a limited liability company ("Grantee"), c/o 13416 Staffordshire Place, Germantown, Maryland 20874.

WITNESSETH:

ARTICLE I. CONVEYANCE OF PROPERTY.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN and CONVEY, with Special Warranty, unto Grantee, its successors and assigns, in fee simple, those certain parcels of real property located in Washington, D.C. described on **Exhibit A** attached hereto, together with any improvements situated on such parcels of real property, together with Grantor's right, title and interest in and to any easements (other than Grantor's Easements defined below), covenants and other rights appurtenant to such parcels of real property, including the appurtenant Driveway Easement as hereinafter defined and as described in **Exhibit A-1** attached hereto, and all right, title and interest of Grantor in and to any land lying in the bed of any street, avenue, or alley, in front of, abutting or adjoining such parcels of real property (collectively, the "Property"), **SUBJECT TO** those certain easements reserved by Grantor hereby ("Grantor's Easements") as more fully described herein and in **Exhibits A-2** and **A-3** attached hereto **AND SUBJECT TO** that certain Co-Development Agreement of even date herewith made by Grantor, Grantee, STRATEGIC GEORGETOWN, LLC with respect to the Property, **AND SUBJECT TO** such other easements, covenants, conditions and restrictions of record insofar as they lawfully affect the Property.

Grantor covenants that they have the right to convey the Property to Grantee and that Grantor will execute such further assurances of the Property as may be requisite.

ARTICLE II. DRIVEWAY EASEMENT – LOT 75, SQUARE 1270.

Grantor hereby GRANTS AND CONVEYS TO Grantee, its successors and assigns, as an appurtenance to Lot 75, Square 1270, the following Driveway Easement:

A perpetual non-exclusive right and easement in, or and over a portion of Grantor's Property described in **Exhibit B** hereto which is adjacent to the Southern property line of Lot 75 in Square 1270, as shown in **Exhibit A-1** hereto, to construct, maintain and repair, at Grantee's cost and expense, a paved common driveway, which will be used to access and for ingress and egress to/from Lot 75 in Square 1270 (the "Driveway Easement"). Grantee covenants and agrees that Grantee, its successors and assigns, shall be responsible to cause and to pay for (i) the construction and paving of the common driveway to be located upon the Driveway Easement area; (ii) the removal, as necessary or appropriate, of any snow, standing water, leaves, or other debris that may be located on the Driveway Easement area from time to time; and (iii) the maintenance, repair and re-paving of the said Driveway Easement area as necessary and from time to time, all at Grantee's cost and expense. Grantee hereby covenants and agrees that the architectural design of the driveway and/or the construction or paving materials comprising the common driveway or any change in said materials in connection with any re-paving of the common driveway will require Grantor's advance written consent. Grantee also covenants and agrees to commence construction and paving of the common driveway within thirty (30) days after completion of Grantee's improvements to be located on Lot 75 in Square 1270, to diligently pursue said construction and paving of the common driveway until completion, and to have completed the construction and paving of the common driveway within ninety (90) days after completion of Grantee's improvements to be located on Lot 75 in Square 1270. In addition, Grantor reserves the right to construct a gate and a fence along the most Eastern end of the Driveway Easement area at Grantor's expense. In the event Grantee does not undertake necessary snow, leaf and debris removal, or does not complete the improvements to be located on Lot 75 in Square 1270, or does not timely commence or complete the common driveway construction and paving, or does not undertake to make required repairs or maintenance of the said Driveway Easement area, all as described herein, within five (5) business days after receipt of written notice from Grantor, Grantor reserves the right to undertake the necessary construction, maintenance or repairs at Grantee's sole cost and expense. Further, in the event that either Grantor or Grantee fails to perform any of its obligations hereunder, the other party shall have the following rights and remedies, all of which shall be cumulative: the right to enforce specific performance of the other party's obligations hereunder or the right to bring an action for damages. If either Grantor or Grantee files any action or suit against another party hereto by reason of any breach of any of the covenants, agreements or provisions contained herein, then the prevailing party will be entitled to recover from the other party all costs and fees incurred in connection with such action, including, but not limited to reasonable attorneys' fees and costs.

ARTICLE III. GRANTOR'S EASEMENTS – LOT 73, SQUARE 1270.

Grantor hereby RESERVES, ESTABLISHES AND DECLARES the following non-exclusive, perpetual easements over, across and through a portion of Lot 73 in Square 1270:

(1) Footing Easement. Grantor hereby reserves, establishes and declares a non-exclusive perpetual easement over, across, through and under a two (2) foot wide strip of land along the Eastern property line of Lot 73 in Square 1270 as shown in **Exhibit A-2** for the purpose of placing footings, as necessary, for certain retaining walls to be constructed by Grantor on Grantor's Property (the "Footing Easement").

(2) Alley Easement. Grantor hereby reserves, establishes and declares a non-exclusive perpetual easement over, across and through an approximately two (2) inch wide strip of land along the Northern property line of Lot 73 in Square 1270 as shown in **Exhibit A-3** for the purpose of providing additional space for vehicular traffic in, on and over an existing public alley (the "Alley Easement"). Grantor and Grantee agree to enter into, execute and deliver, for no additional consideration, a Declaration of Covenants and Easement (the "Declaration") with the District of Columbia, as a covenant to run with the land, pursuant to which Grantor will agree to be responsible for, and shall bear all costs of, constructing, repairing and maintaining the Alley Easement area to D.C. specifications, including providing lighting and related electrical services. Grantee agrees to execute and deliver such Declaration within five (5) business days after receipt of same from Grantor. In the event Grantee fails to perform hereunder, Grantor shall have the following rights and remedies, all of which shall be cumulative: to enforce specific performance of Grantee's obligations or to bring an action for damages. If either Grantor or Grantee files any action or suit against another party hereto by reason of any breach of any of the covenants, agreements or provisions contained herein, then the prevailing party will be entitled to recover from the other party all costs and fees incurred in connection with such action, including, but not limited to reasonable attorneys' fees and costs.

The Footing Easement and the Alley Easement shall be together referred to as "Grantor's Easements".

ARTICLE IV. NOTICES.

Notices hereunder shall be in writing and shall be deemed duly given if transmitted by: facsimile, with a copy sent by first class mail, postage prepaid; or by hand-delivery; or by overnight courier service with guaranteed next-day delivery, with receipt therefor, to the parties at the addresses listed above. Facsimile notices shall be sent to Grantor c/o (202) 338-6014 and to Grantee c/o (301) 515-0169. The parties hereto shall be responsible for notifying any other party hereto of any change in address or telecopier number.

[Signatures appear on next page]

IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed and Easement Agreement as of the date first above written.

GRANTOR:

WITNESS:

Herbert S. Miller

WITNESS:

Patrice R. Miller by: Herbert S. Miller

WITNESS/ATTEST:

GRANTEE:

G'TOWN 32nd STREET, LLC

By; STRATEGIC REDEVELOPMENT, LLC

By:
Darren Phillips, Managing Member

By:
Ryan C. Hill, Member

State of Maryland, County of Montgomery,
CITY OF WASHINGTON, D.C., ss:

I HEREBY CERTIFY that on this 18 day of October, 2002, before me, _____, the undersigned officer, personally appeared Herbert S. Miller, known to me (or satisfactorily proven) to be the Grantor named herein, and that he, being by me duly sworn, acknowledged the foregoing instrument to be his free act and deed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Notary Seal]

Brenda Best
Notary Public

My Commission expires 9-1-04

~~State of Maryland, County~~ CITY OF WASHINGTON, D.C., ss: of Montgomery

I HEREBY CERTIFY that on this 18 day of October, 2002, before me, _____, the undersigned officer, personally appeared Patrice R. Miller, known to me (or satisfactorily proven) to be the Grantor named herein, and that she, being by me duly sworn, acknowledged the foregoing instrument to be her free act and deed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Notary Seal]

Brenda Best
Notary Public

My Commission expires 9-1-04

[Notary blocks continue on next page]

CITY OF Montgomery
STATE OF Md.

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Darrin Phillips, who is personally well known to me (or satisfactorily proven) to be the Managing Member of Strategic Redevelopment, LLC, the Manager of G'TOWN 32nd STREET, LLC, party to the foregoing instrument bearing date the 18 day of October, 2002, personally appeared before me in said jurisdiction, and as such, acknowledged the same to be the act and deed of G'TOWN 32nd STREET, LLC.

GIVEN UNDER MY HAND AND SEAL this 18 day of Oct 2002.

Brenda Best

My Commission expires: 9-1-04

CITY OF Montgomery
STATE OF Md.

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Ryan C. Hill, who is personally well known to me (or satisfactorily proven) to be a Member of Strategic Redevelopment, LLC, the Manager of G'TOWN 32nd STREET, LLC, party to the foregoing instrument bearing date the 18 day of October, 2002, personally appeared before me in said jurisdiction, and as such, acknowledged the same to be the act and deed of G'TOWN 32nd STREET, LLC.

GIVEN UNDER MY HAND AND SEAL this 18 day of October, 2002.

Brenda Best

My Commission expires: 9-1-04

EXHIBIT "A"

Lots numbered Seventy-three (73), Seventy-four (74), and Seventy-five (75), in Square numbered Twelve Hundred Seventy (1270) in a subdivision made by Herbert S. Miller and Patrice Miller, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 192 at folio 112.

And

Lot numbered Twenty (20) in Square numbered Twelve Hundred Seventy (1270) in a subdivision made by William A. Gordon and Aubin L. Bulware, as per plat recorded in Liber A.R.S. at folio 123 among the Records of the Office of the Surveyor for the District of Columbia.

EXHIBIT A-1

DRIVEWAY EASEMENT

ACROSS LOT 76, SQUARE 1270
WASHINGTON, D.C.

METES AND BOUNDS DESCRIPTION

BEING an Easement of land, situate, lying and being on the east side of 32nd Street N.W. in the District of Columbia, said easement being across Lot 76, Square 1270, as recorded among the Records of The Office of the Surveyor of the District of Columbia in Book 192, Page 112, said Easement being more particularly described as follows:

BEGINNING at the northwestern most corner of said Lot 76 at the east side of 32nd Street; said point being the common corner of Lot 76 and Lot 75, Square 1270, thence running with said south line of Lot 75

1. East, 77.67 feet to a point at the end of said line, thence leaving said line so as to cross Lot 76
2. South, 13.35 feet to a point on the south line of lot 76, thence with said line
3. North 87° 26' 00" West, 48.91 feet to a point, thence
4. North, 20° 16' 40" West, 1.80 feet to a point, thence
5. South 89° 43' 20" West, 4.27 feet to a point, thence
6. North 87° 26' 00" West, 20.49 feet a point on the east line of 32nd Street, thence with said line
7. North 20° 16' 40" West, 10.70 feet to the point-of-beginning, containing 879.77 square feet of land, more or less.

EXHIBIT A-2

FOOTING EASEMENT

ACROSS LOT 73, SQUARE 1270
WASHINGTON, D.C.

METES AND BOUNDS DESCRIPTION

BEING an Easement of land, situate, lying and being on the east side of Lot 73, Square 1270, in the District of Columbia, said easement being across Lot 73, Square 1270, as recorded among the Records of The Office of the Surveyor of the District of Columbia in Book 192, Page 112, said Easement being more particularly described as follows:

BEGINNING at the southeastern most corner of said Lot 73; said point being the common corner of Lot 76 and Lot 73, Square 1270, thence running with said south line of Lot 73

1. West, 2.00 feet to a point, thence leaving said line so as to cross Lot 73
2. North, 42.41 feet to a point, thence
3. East, 2.00 feet to a point on the easterly line of Lot 73, thence with said line
4. South, 42.41 feet to the Point-of-Beginning, containing 84.12 square feet of land, more or less.

EXHIBIT A-3

ALLEY EASEMENT

ACROSS LOT 73, SQUARE 1270
WASHINGTON, D.C.

METES AND BOUNDS DESCRIPTION

BEING an Easement of land, situate, lying and being on the north side of Lot 73, Square 1270, in the District of Columbia, said easement being across Lot 73, Square 1270, as recorded among the Records of The Office of the Surveyor of the District of Columbia in Book 192, Page 112, said Easement being more particularly described as follows:

BEGINNING at the northwestern most corner of said Lot 73; said point being on the easterly side of 32nd Street N.W. thence running with the north line of Lot 73

1. East, 58.00 feet to a point at the end of said line, thence leaving said and running with the east line of Lot 73
2. South, 0.26 feet to a point, thence leaving said line so as to cross lot 73
3. West, 57.90 feet to a point on the easterly line of 32nd Street, thence with said line
4. North, 0.28 feet to the Point-of-Beginning, containing 15.07 square feet of land, more or less.

EXHIBIT B

LEGAL DESCRIPTION
OF PORTION OF GRANTOR'S PROPERTY
BURDENED BY DRIVEWAY EASEMENT

All that certain lot or parcel of land situate and lying in the District of Columbia, and being more particularly described as follows:

Lot 76 in Square 1270, in a subdivision made by "Herbert S. Miller and Patrice Miller", as per plat recorded in Liber 192 at folio 112, in the Office of the Surveyor for the District of Columbia.

AND BEING part of the same property conveyed to Herbert S. Miller and Patrice Miller, husband and wife as tenants by the entirety, by Deed from Tudor Place Foundation, Inc., a District of Columbia non-profit corporation, dated July 11, 1997, and recorded July 14, 1997, as Instrument No. 46935 among the Land Records of the District of Columbia.

Doc# 2002129997
Book:
Pages: --
Filed & Recorded
11/07/2002 02:10:58 PM
HENRY RILEY
RECORDER OF DEEDS
WASHINGTON D.C. RECORDER OF DEEDS

RECORDING	$	50.00
SURCHARGE	$	5.00
RECORDATION TAX	$	27,500.00
TRANSFER TAX FE	$	27,500.00

Doc# 2002129998

RECORDATION REQUESTED BY:
Potomac Valley Bank
702 Russell Avenue, Suite 200
Gaithersburg, MD 20877-2686

WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

POTOMAC VALLEY BANK

PURCHASE MONEY DEED OF TRUST

Date of Deed Conveying Title: 10-18-2002
Instrument Number of Deed Conveying Title:
Amount of Purchase Money Secured: $ 2,100,000.00

MAXIMUM LIEN. The maximum principal amount secured by this Deed of Trust is $2,100,000.00 plus interest and costs of collection.

THIS DEED OF TRUST is dated October 18, 2002, among Strategic Georgetown, LLC, whose address is 10315 Thornbush Lane, Bethesda, MD 20814 and G'Town 32nd Street, LLC, whose address is 10315 Thornbush Lane, Bethesda, MD 20814 ("Grantor"); Potomac Valley Bank, whose address is 702 Russell Avenue, Suite 200, Gaithersburg, MD 20877-2686 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and William W. West, whose address is 702 Russell Avenue, Suite 200, Gaithersburg, MD 20877-2686 and Charles R. Carder IV, whose address is 702 Russell Avenue, Suite 200, Gaithersburg, MD 208772686 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby grants unto Trustee in Trust for the benefit of Lender as Beneficiary all of Grantor's existing and future right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in the District of Columbia:

Parcel I - Grantor is Strategic Georgetown, LLC
Lot numbered Nineteen (19) in Square numbered Twelve Hundred Seventy (1270) in a subdivision made by William A. Gordon and Aubin L. Boulware, as per plat recorded in Liber A.R.S. at folio 123 among the records of the Office of the Surveyor for the District of Columbia.

Parcel II - Grantor is G'Town 32nd Street, LLC
Lots numbered Seventy-three (73), Seventy-four (74), and Seventy-five (75), in Square numbered Twelve Hundred Seventy (1270) in a subdivision made by Herbert S. Miller and Patrice Miller, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 192 at folio 112.

and

Lot numbered Twenty (20), in Square numbered Twelve Hundred Seventy (1270) in a subdivision made by William A. Gordon and Aubin L. Boulware, as per plat recorded in Liber A.R.S. at folio 123 among the records of the Office of the Surveyor for the District of Columbia.

The Real Property or its address is commonly known as Lots 19, 73, 74, 75 and 20 on 32nd Street, N.W., Washington, DC.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL

PROPERTY, IS GIVEN TO SECURE (A) PERFORMANCE OF A GUARANTY FROM GRANTOR TO LENDER, AND DOES NOT DIRECTLY SECURE THE OBLIGATIONS DUE LENDER UNDER THE NOTE AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) Grantor has the full \power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (b) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall strictly perform all of Grantor's obligations under the Guaranty and under this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Lender and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by District of Columbia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds $5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a full value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may require. Policies shall be written in form, amounts, coverages and basis acceptable to Lender and issued by a company or companies acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; or (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants specially that: (a) Grantor holds good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place convenient to Lender and make it available to Lender promptly following Lender's request to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor shall strictly perform all of Grantor's obligations under the Guaranty and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Note Indebtedness or Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default Under the Guaranty. Failure by Grantor to comply with any term, obligation, covenant or condition contained in the Guaranty.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a failure is curable and if Borrower or Grantor has not been given a notice of a breach of the same provision of

this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Borrower or Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sale agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Borrower's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND OBLIGATIONS OF GRANTOR AND CONSEQUENCES OF DEFAULT. Grantor's rights under this Deed of Trust include the right to use and occupy the Property and to receive the Rents, until an Event of Default shall occur and Lender takes such steps as are necessary to terminate such rights, such as foreclosure. Upon payment in full of the Indebtedness, Lender shall release and satisfy this Deed of Trust. Grantor's obligations include the obligations to pay in a timely manner any sums due under the Note and this Deed of Trust, including any deficiency which may remain after foreclosure, and to comply in a timely manner with all the covenants and agreements set forth in the Note and this Deed of Trust, and all extensions, renewals and modifications of the Note and this Deed of Trust. If an Event of Default occurs, all sums outstanding under the Note and this Deed of Trust may be declared immediately due and payable in full, and the Property may be foreclosed upon. Any act or failure to perform by Grantor under this Deed of Trust which constitutes an Event of Default may result in the loss of Grantor's home at the foreclosure sale.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option, after giving all required notices of default and after passage of any grace period, to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. At the request of the holder of the Note, Trustee shall have the power and it shall be Trustee's duty to sell the Property or any part thereof at public auction, in such manner, and at such time and place, upon such terms and conditions, and upon such public notice as Trustee may deem best for the interest of all concerned consisting of advertisement in a newspaper of general circulation in the District of Columbia for at least five (5) times over the ten (10) calendar days prior to the sale, or for such other period as applicable law may require, and in case of default of any purchaser, to re-sell the same with postponement of sale or re-sale and upon such public notice thereof as Trustee may determine, and upon compliance by the purchaser with the terms of sale, and upon judicial approval as may be required by law, convey the Property to and at the cost of the purchaser, who shall not be liable to see to the application of the purchase money. The proceeds of sale shall be applied by Trustee as follows: (a) first, to pay all proper advertising expenses, auctioneer's allowance, the expenses, if any, required to correct any irregularity in the title, premium for Trustee's bond, auditor's fee, attorneys' fees, and all other expenses of sale incurred in or about the protection and execution of this Deed of Trust, and all moneys advanced for taxes, assessments, insurance, and with interest thereon at the rate provided in the Note, and all taxes and assessments due upon the Property at time of sale, and to retain as compensation a commission of five percent (5%) on the amount of the sale or sales; (b) second, to pay the whole amount then remaining unpaid on the Indebtedness; (c) third, to pay liens of record against the Property according to their priority of lien and to the extent that funds remaining in Trustee's hands are available; and (d) last, to pay the remainder of the proceeds, if any, to Grantor, Grantor's heirs, personal representatives, successors or assigns upon the delivery and surrender to the purchaser of possession of the Property, less costs and expenses of obtaining possession.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under

the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Will. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Unless otherwise required by law, Trustee or Lender shall give Grantor written notice of any sale of the Real Property at least thirty (30) days in advance of the intended date of the sale. The notice will be sent by certified mail, return receipt requested, to Grantor's last known address.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, at any time hereafter and without prior notice and without specifying any reason, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of Deeds for the District of Columbia. The instrument shall contain, in addition to all other matters required by applicable law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Power to Act Separately. If more than one Trustee is named in this Deed of Trust, any Trustee may act alone, without the joinder of any other Trustee, to exercise any or all the powers given to the Trustees collectively in this Deed of Trust or by applicable law.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when mailed by certified mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

COMMERCIAL PURPOSE. Borrower stipulates and warrants that the purpose of the Loan evidenced hereby is for the purpose of a business or commercial investment within the meaning of sections 12-101(c) and 103(e) of the Commercial Law Article of the Annotated Code of Maryland. Borrower further stipulates and warrants that all proceeds of said Loan will be used for said business and commercial investment purposes.

READVANCEMENT OF FUNDS. Until this Deed of Trust or Mortgage is released of record, Beneficiary may make additional loans, advances, readvances and other financial accommodations pursuant to the terms of the Guaranty, Note and Loan Documents, from time to time, but the maximum

unpaid balance outstanding at any one time shall not exceed the Principal Sum, plus interest thereon, and plus any advances made for taxes, liens, assessments, insurance premiums, costs and other obligations, including interest thereon, undertaken by Beneficiary hereunder or in the Loan Documents, and all such advances and readvances shall become part of the Indebtedness secured by this Deed of Trust or Mortgage with the same priority from the date of recordation of this Deed of Trust and shall be deemed evidenced the Guaranty, the Note, this Deed of Trust or Mortgage, and the Loan Documents. Provided, however, that no advances or readvances shall be made if the Borrower, or any Guarantor, is in default under any of the terms of the Note, the Deed of Trust or any Loan Document or for any other reason within the sole discretion of the Lender and further provided that the Borrower, and/or any Guarantor, shall provide the Lender with such additional information as may be reasonably requested by the Lender, including current financial statements.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by, construed and enforced in accordance with federal law and the laws of the State of Maryland, except and only to the extent of procedural matters related to the perfection and enforcement of Lender's rights and remedies against the Property, which matters shall be governed by the laws of the District of Columbia. However, in the event that the enforceability or validity of any provision of this Deed of Trust is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Maryland.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Potomac Valley Bank, and its successors and assigns.

Borrower. The word "Borrower" means Strategic Redevelopment, LLC, and all other persons and entities signing the Note in whatever capacity.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Strategic Georgetown, LLC; and GTown 32nd Street, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Grantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all obligations of Grantor under the Guaranty, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the obligations under the Guaranty and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Potomac Valley Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated October 18, 2002, **in the original principal amount of $2,100,000.00** from Borrower to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means William W. West, whose address is 702 Russell Avenue, Suite 200, Gaithersburg, MD 20877-2686 and Charles R. Carder IV, whose address is 702 Russell Avenue, Suite 200, Gaithersburg, MD 208772686 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS DEED OF TRUST IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DEED OF TRUST IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

STRATEGIC GEORGETOWN, LLC

STRATEGIC REDEVELOPMENT, LLC, Member of Strategic Georgetown, LLC

By: _____ (Seal)
Ryan C. Hill, Member of Strategic Redevelopment, LLC
10315 Thornbush Lane
Bethesda, MD 20814

By: _____ (Seal)
Darrin Phillips, Member of Strategic Redevelopment, LLC
13416 Staffordshire Place
Germantown, MD 20874

G'TOWN 32ND STREET, LLC

STRATEGIC REDEVELOPMENT, LLC, Member of G'Town 32nd Street, LLC

By: _____ (Seal)
Ryan C. Hill, Member of Strategic Redevelopment, LLC
10315 Thornbush Lane
Bethesda, MD 20814

By: _____ (Seal)
Darrin Phillips, Member of Strategic Redevelopment, LLC
13416 Staffordshire Place
Germantown, MD 20874

Signed, acknowledged and delivered in the presence of:

X _____
Witness

X _____
Witness

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

DISTRICT OF COLUMBIA)
) SS
State of Maryland)
County of Montgomery

I, Brendenhelt, a Notary Public in and for the District of Columbia, do hereby certify that Ryan C. Hill, Member; Darrin Phillips, Member of Strategic Redevelopment, LLC, members or designated agents of the limited liability company in the Deed of Trust bearing the date of October 18, 2002, personally appeared before me in the District of Columbia, the said members or designated agents being personally well known to me as members or designated agents of said limited liability company, and acknowledged said Deed of Trust to be the act and deed of said limited liability company, and that they delivered the same as such.

Witness my hand and official seal this 18th day of October, 20 02.

_____
Notary Public

(Notarial Seal)

My commission expires 9-1-04

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

DISTRICT OF COLUMBIA)
) SS
State of Maryland)
County of Montgoemry)

I, Brenda Bolt, a Notary Public in and for the District of Columbia, do hereby certify that Ryan C. Hill, Member; Darrin Phillips, Member of Strategic Redevelopment, LLC, members or designated agents of the limited liability company in the Deed of Trust bearing the date of October 18, 2002, personally appeared before me in the District of Columbia, the said members or designated agents being personally well known to me as members or designated agents of said limited liability company, and acknowledged said Deed of Trust to be the act and deed of said limited liability company, and that they delivered the same as such.

Witness my hand and official seal this 18th day of October, 20 02.

Brenda Bolt
Notary Public

(Notarial Seal)

My commission expires 9-1-04

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ Beneficiary: _____

By: _____

Its: _____

GRANTOR:

STRATEGIC GEORGETOWN, LLC

STRATEGIC REDEVELOPMENT, LLC, Member of Strategic Georgetown, LLC

By: _____ (Seal)
Ryan C. Hill, Member of Strategic Redevelopment, LLC
10315 Thornbush Lane
Bethesda, MD 20814

By: _____ (Seal)
Darrin Phillips, Member of Strategic Redevelopment, LLC
13416 Staffordshire Place
Germantown, MD 20874

G'TOWN 32ND STREET, LLC

STRATEGIC REDEVELOPMENT, LLC, Member of G'Town 32nd Street, LLC

By: _____ (Seal)
Ryan C. Hill, Member of Strategic Redevelopment, LLC
10315 Thornbush Lane
Bethesda, MD 20814

By: _____ (Seal)
Darrin Phillips, Member of Strategic Redevelopment, LLC
13416 Staffordshire Place
Germantown, MD 20874

Signed, acknowledged and delivered in the presence of:

X _____
Witness

X _____
Witness

TRUSTEE:

X _____
William W. West, Trustee
702 Russell Avenue, Suite 200
Gaithersburg, MD 20877-2686

X _____
Charles R. Carder IV, Trustee
702 Russell Avenue, Suite 200
Gaithersburg, MD 208772686

Signed, acknowledged and delivered in the presence of:

X _____
Witness

X _____
Witness

LENDER:

POTOMAC VALLEY BANK

X _____
Authorized Signer
702 Russell Avenue, Suite 200
Gaithersburg, MD 20877-2686

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WASHINGTON D.C. RECORDER OF DEEDS
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CO-DEVELOPMENT AGREEMENT

THIS CO-DEVELOPMENT AGREEMENT (the "Agreement"), made this 18th day of October, 2002, by and between **HERBERT S. MILLER** and **PATRICE R. MILLER**, husband and wife (together, the "Neighbor"), **G'TOWN 32nd STREET, LLC**, a limited liability company ("G'town") and its affiliate, **STRATEGIC GEORGETOWN, LLC**, a limited liability company (the "Affiliate"). Affiliate and Strategic shall be referred to together as the "Developer".

RECITALS:

A. G'town is the record owner in fee simple of certain unimproved real property located in Washington, D.C., known as Lots 73, 74, 75 and 20 in Square 1270, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (collectively called the "G'town Property").

B. Affiliate is the record owner of certain unimproved real property located in Washington, D.C., known as Lot 19 in Square 1270, as more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "Lot 19 Property"). The G'town Property and the Lot 19 Property shall be referred to together as the "Property."

C. Neighbor is the record owner of the adjacent improved property located at 3124 Q Street, N.W. in Washington, D.C., known as Lots 76 and 21 in Square 1270, as more particularly described in Exhibit C attached hereto and incorporated herein by reference (the "Adjoining Property").

D. Developer intends to develop or cause to be developed townhouse residences on the various lots comprising the Property (hereinafter the "Project").

E. The parties hereto desire to enter into this Agreement to insure that the Adjoining Property remains unaffected by the excavation of the Property and so that Neighbor can obtain adequate assurances that it will be indemnified against any damage arising from such work.

NOW, THEREFORE, in consideration of the agreements, promises, representations, conditions, requirements and obligations contained herein, the parties hereto agree as follows:

1. UNDERPINNING.

(a) The Neighbor hereby grants permission to the Developer and/or its contractors, agents or employees, upon reasonable notice and at those times convenient to Neighbor to enter upon the Adjoining Property to perform all work necessary to preserve and prevent any damage to the Adjoining Property arising out of the excavation and construction of the Project and for the purpose of underpinning the Adjoining Property (including any retaining walls located on the Adjoining Property near the property line between the Adjoining Property and the Property) in connection with the excavation and construction of the Project. Developer jointly and severally covenants and agrees that, prior to the commencement of the excavation and/or construction of the Project, it will underpin the Adjoining Property, including

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JD

underpinning the retaining walls, and that Developer will maintain any and all underpinning, sheeting and shoring and/or structural supports necessary to preserve and protect the Adjoining Property in connection with the development and construction of the Project. The Developer jointly and severally agrees to perform all such work in and about the Adjoining Property in a safe and workmanlike manner, in accordance with the standards of the trade, in full compliance with all applicable governmental laws and regulations, and in such manner as to avoid interruption of any activities conducted by Neighbor or undue disturbance of Neighbor. Developer will obtain, at its sole cost and expense, all necessary permits in connection with the underpinning, sheeting and shoring work contemplated herein and the excavation of the Property.

(b) Developer shall, jointly and severally, indemnify and hold Neighbor harmless from and against any and all loss, damage, cost or expense (including but not limited to, reasonable attorney's fees and court costs) arising in any way out of the work performed on or about the Adjoining Property pursuant to this Agreement, or in connection with the excavation of the Property or the construction of the Project thereon. The Developer shall, jointly and severally, repair promptly, at its sole cost and expense, any damage to the Adjoining Property and/or the retaining walls caused by the excavation or construction of the Project.

(c) Without limiting the generality of the foregoing indemnification, the Developer jointly and severally agrees to maintain at all times commercial general liability insurance covering its activities with respect to the excavation and construction of the Project in an amount with limits not less than $1,000,000.00 per occurrence/$2,000,000 aggregate for bodily injury, death or for property damage, and Neighbor shall be named as additional insured on all such policies of the insurance. Certificates of insurance with respect to the foregoing shall be delivered to Neighbor prior to Developer's entry onto the Adjoining Property. All such policies of insurance shall be issued by a reputable company qualified to do business in the District of Columbia and reasonably acceptable to Neighbor. Such insurance shall be maintained in force for the benefit of the Developer and Neighbor while any construction of the Project is in progress.

2. **DESIGN APPROVAL.**

(a) Developer jointly and severally covenants and agrees that its architectural designs for the Project to be constructed on the Property shall be subject to advance review and approval by Neighbor, which approval shall not be unreasonably withheld. Developer jointly and severally agrees to provide to Neighbor, at no cost to Neighbor, an advance copy of any and all proposed designs, permit applications, plans or drawings, prior to Developer's submission of same to any governmental or quasi-governmental authority such as the Old Georgetown Board of Commission on Fine Arts ("the Fine Arts Commission"), the Historic Preservation Review Board (the "HPRB") or the D.C. Department of Consumer and Regulatory Affairs ("DCRA") relating to the development of the Property. Neighbor agrees to review such designs, plans, applications or drawings promptly after Neighbor's receipt and will notify Developer in writing and within fifteen (15) days after Neighbor's receipt of same, of Neighbor's approval of same or will indicate those reasonable and necessary revisions to such designs, plans, applications or

drawings, which if made, will be deemed approved by Neighbor. If a dispute arises as to the nature or propriety of the revisions requested by Neighbor, the opinion and final recommendation of George Stavropoulous (or his successor) shall control. Developer jointly and severally agrees that it will not submit any design review proposals, drawings, plans or permit applications to any governmental or quasi-governmental authorities unless and until Neighbor has reviewed and approved of same. Developer further jointly and severally agrees to provide copies of any consents, approvals or permits issued by the Fine Arts Commission, the HPRB or DCRA relating to the development of the Property promptly after Developer's receipt of same.

(b) Developer jointly and severally agrees to use George Stavropoulos as its architect to receive design approvals from the Fine Arts Commission and the HPRB and to prepare permit drawings. Developer jointly and severally agrees that any proposed replacement or substitute architect for the development of the Property shall be subject to Neighbor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

3. **LICENSE TO PARK VEHICLES ON THE PROPERTY.** Developer hereby grants to Neighbor, Neighbor's agents, employees, invitees and representatives, a license and right to park vehicles on the Property, from time to time, prior to the commencement of Developer's excavation and construction of improvements on the Property. Neighbor agrees to remove, or cause to be removed, any vehicles parked on the Property within five (5) days after joint written notice from Developer that construction on the Property is about to begin.

4. **BINDING EFFECT.** The covenants contained herein are and shall be covenants running with the land and shall be binding upon Developer's successors or any person having any right, title or interest in the Property.

5. **ENFORCEMENT.** In the event Developer fails to observe or perform any of the covenants, conditions and agreements hereunder and such failure shall continue for a period of five (5) business days after written notice to Developer of such failure, Neighbor shall have the following rights and remedies, all of which shall be cumulative: to enforce specific performance of Developer's obligations or to bring an action for damages.

6. **MODIFICATION.** The provisions of this Agreement may be modified, only by a written agreement, signed by the parties hereto, such agreement to be evidenced by a document duly executed and delivered in recordable form and recorded with the land records of the District of Columbia.

7. **RECORDATION.** This Agreement shall be recorded in the land records of the District of Columbia.

8. **GOVERNING LAW.** This Agreement shall be governed by and construed according to the laws of the District of Columbia.

9. **SEVERABILITY.** If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

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Patrice and Herbert Miller
1402 31st Street, NW
Washington, DC 20007

February 14, 1998

To our Georgetown neighbors:

Last July we purchased the Bowie-Sevier House with the intention of restoring the historic house as our private home and returning the property to residential use. Patrice and I have lived in Georgetown for fifteen years and I have lived here for over thirty years. With our five children, we plan to remain in the neighborhood and continue our involvement and participation in the community.

This is a significant project for the neighborhood, one which we feel will further enhance its historic character. We want to inform you of our plan for the property, especially in light of a recent flyer which has been circulated and which unfortunately is misleading.

We have reviewed the project with all of the directly abutting neighbors on Q and P Streets, as well as with neighbors across 32nd Street and across the alley on Q Street. We are encouraged that the eleven directly abutting neighbors support the project. Our proposal receives the continuing support of both the Tudor Place Foundation and the Committee to Save Sevier House. The Citizens Association of Georgetown Board of Directors has also reviewed the project and offered its support.

The Bowie-Sevier property is currently subdivided as eight separate building lots -- i.e. the principal main house lot and seven lots along 32nd Street -- which were created in 1881, when the property was subdivided. Although these seven lots are now occupied by the four story institutional nursing wing, historically there were structures on all seven lots, including two houses, several garages and a large brick carriage house, all of which were torn down when the nursing wing was built in 1956. Our plan is to remove the nursing wing on 32nd Street which occupies a substantial portion of the property and looms over the historic center garden.

We plan to replace it with a single family home at the north end of 32nd Street, two houses on the south end and an enclosed pool addition to the main house. In order to meet current zoning requirements, we are reconfiguring -- i.e. subdividing - three of the existing lots for these houses. No precedent is being set by the subdivision of these existing lots. This will result in a decrease of one lot and a net reduction of about 10,000 square feet of built, occupied space on the western portion of the property. We are committed to keeping the remaining three existing lots along 32nd Street as green space, a planted bank open to the street, for as long as we own the Bowie-Sevier property. The four mature willow oaks along 32nd Street will also remain.

The east wing of the house, most of which dates from the early 20th century and which has existed essentially as a separate townhouse with its own front entrance and stair, driveway and parking space, as well as its own address at 3120 Q Street is proposed as a single family home.

In the numerous meetings with neighbors over the past two and a half months, some of the neighbors across 32nd Street and across the alley, along Q Street, have expressed concerns about the project. We've modified the design several times to accommodate their concerns, especially the three proposed houses, which are now set well back from the street. In an effort to minimize the impact of construction we will be compressing the construction schedule as much as possible, building the townhouses simultaneously with the work on the main house. We have also committed to arranging off street parking for the construction crews.

If you would like more information about the project please call us (202-342-0220) or call Outerbridge Horsey (at Horsey and Thorpe Architects, 202-337-4826). We would be delighted to show you the house and go over the model and drawings. We are scheduled to present the project to the ANC on February 24. We welcome your comments and hope we can count on your support.

Sincerely yours,

Patrice R. Miller H. D. Miller

Patrice and Herbert Miller

We, the undersigned, support the Millers' plans for the Bowie-Sevier property.

ROBERT L. STEINER 3112 Q St.

CHRISTINE J. STEINER

JEAN B. HAVAN 2909 Q St.

ELLEN M. CHARLES 1408 31st St.

Clyde E. Shorey Jr. 3033 West Lake Keys

JOAN SHOREY 3033 WEST LAKE KEYS.

MARSH S. MARSHALL Jr. 3132 P St

Virginia Luce Allen - 3129 P St.

Edith N. Schafer 1530 30th St

JOHN H. SCHAFER 1530 30th N.W.

ANN POLK 1609 SCHER'S LANE, NW

JAMES G. MAURO, JR. 1693 32nd St N.W.

BARBARA MAURO 1693 32nd ST NW.

CRAIG L. DAVITIAN 2909 DUMBARTON ST NW

S. L. DAVITIAN 2909 DUMBARTON ST NW

Ruth M. Saxe, 1524-31st NW, DC

FRIDA BURLING - 1339-29 PL ST

EDWARD BURLING - 1339 29th St

Noël Evans 3141 P Street NW

JACK EVANS 3141 P ST, N.W.

JOHN W LAMBERT 3145 P Street N.W.

JEFF D. RUPP 3145 P St. NW

LIVINGSTON L. BIDDLE

We, the undersigned, support the Millers' plans for the Bowie-Sevier property.

Alan S Bubes ALAN S. BUBES 3041 WEST LANE KEYS WASH, D.C. 2000

Caroline T. Simmons CAROLINE T. SIMMONS 7508 Glenkerton Rock Ct 2007

Nancy Taylor Bubes NANCY TAYLOR BUBES 3041 W. Lane Keys NW DC 20007

ROBERT PAGE 3025 P St. NW

Nancy Page (NANCY PAGE) 3025 P St. NW

Edgar J. Applewhite EDGAR J. APPLEWHITE - 1517 30TH STREET NW

Susan Rappaport (Susan Rappaport) 1619 31st St NW

Donald Rappaport (Donald Rappaport) " " "

James E. Monagan (JOHN S. MONAGAN) 3043 West Lane Keys N.W.

Rosemary Monagan (Rosemary Monagan) 3043 West Lane Keys N.W.
3015 P. ST N.W.

Gillian D Owen (GILLIAN D OWEN)

Olcott H. Deming OLCOTT H. DEMING 1510 Dumbarton Rock Court, NW.

Lucinda Leigh 3023 P ST NW
LUCINDA LEIGH

Cotesby Leigh Cotesby Leigh 3023 P St NW

Patricia Heffernan PATRICIA HEFFERNAN 3015 ORCHARD L WASH DC 20007

Eloise R. Page Eloise R. Page 3121 P ST. N.W.

John A Prince John A Prince 1521 29th St. N.W.

Catherine A. Prince Catherine A. Prince 1526 29th St. N.W.

Lynn MacRudder 2911 Q St NW

Richard Maeder RICHARD MAEDER 2921 Q ST NW

MaryBeth Maeder MaryBeth Maeder 2921 Q St NW

We, the undersigned, support the Millers' plans for the Bowie-Sevier property.

June Libin (JUNE LIBIN) 3022 P St. N.W.

Jerome B. Libin (JEROME B. LIBIN) 3022 P ST, NW

Georgina Owen GEORGINA OWEN 1249 31st Street

Malcolm Lovell Jr. (malcolm Lovell) 3126 O ST NW

Laurie Kramer (Laurie Kramer) 3028 N St. NW

Mark Malloch Brown (MARK Malloch Brown) 3128 P ST NW

Sarah Malloch Brown (Sarah Malloch Brown) 3128 P ST., NW

Tzeira & Abraham Sofer (Tzeira Sofer) 1412 29th st. N W.

Lisa Lambert 3255 O St NW
(LISA LAMBERT)

Victoria Finelli 3114 N st NW
(VICTORIA FINELLI)

David Y. Roll, 3102 P St N.W.
(DAVID ROLL)

Cliff Brady (CLIFF BRADY) 3023 O St NW

Franklin L. Stroud FRANKLIN L. STROUD 3121 O St NW.

Andrea D. Stroud ANDREA D. STROUD

Justin Kenney JUSTIN KENNEY 1632 30th NW #8

Suzanne Aton SUZANNE ATON 1632 30th St NW #8

Poppy Denham Poppy Denham 3037 DENT PL. N.W

Joseph Pozell Joseph Pozell 3001 R St., N.W.

Ella S. Pozell Ella S. Pozell 3001 R St. NW

Erica C. Goode ERICA GOODE 3016 R N.W. #2

Michael R Wood R St

Robert W Tobin Jr. Robert W Tobin, Jr. 3015 Cambridge Pl

Mrs R. W. Tobin MRS Robert W. Tobin Jr 3015 Cambridge Pl.

We, the undersigned, support the Millers' plans for the Bowie-Sevier property.

Sofia H. Owen - SOFIA H OWEN - 3018 P. ST

Charles B. Mathias 2803 Dumbarton St. N.W

Melissa Overmyer 3106 Pst NW WashDC 20007

DALE OVERMYER 3106 P ST. NW WASH DC 2000

Nancy E. Roll 3102 P St NW. Washington DC 2000

Peter & C. Schwartz 2811 O ST NW DC 20007

Elizabeth Wainwright 2827 Dumbarton NW DC 20007

Ethan Leder 3100 P ST, NW 20007

Karen Leder Karen Leder 3100 P St NW WDC 20007

LARS HANSON 2911 DUMBARTON AVE, N.W. 200

Gerke Herrick (G. HERRICK) 2720 Dumbarton Ave, NW

Nannette C. Herrick 2720 Dumbarton St. N.W. 20007

James M. Costan James M. Costan 1231 29th Street, N.W. 20007

Lucy G. Moorhead / Lucy G. Moorhead / 812 31st St. NW 2000

Caroline Farrell Herrick - CAROLINE R. MERRIAM / 1316 30th St. N.W. WDC 200

John E. Merriam 1316 30th St NW 200

Marjorie A. Heiss Marjorie A. Heiss 1359 28th St., NW, WDC 2000

Kathryne Carothers KATAYNA CAROTHERS 1318 28th ST. NW DC 2000

Neil Carothers NEIL CAROTHERS 1318 28th ST NW 2000

Anita G. Herrick ANITA HERRICK 3104 Dumbarton Ave

Barbara Hudelson 1342 29th St

Mary G. Jones MARY G. JONES 1631 Sutter's Lane NW, DC 200

We, the undersigned, support the Millers' plans for the Bowie-Sevier property.

Charles Kumph	3318 N St. N.W.
Shirley L. Johnson	3328 N St NW.
Robin Hill	1407 31st St. NW.
Marcia Carter	" " "
Angela Sanchez	3330 N St. NW
Maurice Hall	3326 N St., NW
Betty Barsch	3314 N St NW
[illegible]	3318 N St. NW
Wm Thos Hunt	3321 N St. NW
John Lynch	3325 N St NW
Isabel G Lynch	3325 N. St. NW.
Flo Stone FLO STONE	3403 O St. NW
Roger Stone ROGER STONE	3403 O ST NW
Mary Tinsley Raul Mary Tinsley Raul	3405 N St. NW
Mary White MARY WHITE	1241 - 33rd St. NW
Peggy Tomlinson PEGGY TOMLINSON	3314 P ST N.W
Donna Martin	3336 "O" St. N.W.
Roland D. Martin	3336 O St NW
Mr. & Mrs. Steven Wilson	3407 N St. NW

We, the undersigned, support the Millers' plans for the Bowie-Sevier property.

Mrs Herbert D. Weeks 3421 R ST NW

Harriet Harvey H. HORSEY 3305 Dent Pl NW

Janet G. Rasmussen 3321 Q St NW

Joe Rasmussen 3321 Q St NW

Mary Mottershead Mary Mottershead 3323 P St. N.W

Robert Moore Robert L. Moore Jr. 3323 P St. NW

R Griffith Thomas R. Griffith Thomas 3404 R St NW

P R Thomas Page R Thomas 3404 R ST NW

Sally F. Davidson Sally F. Davidson 3415 Volta Place, NW

Stuart C. Davidson Stuart C. Davidson 3415 Volta Pl. NW

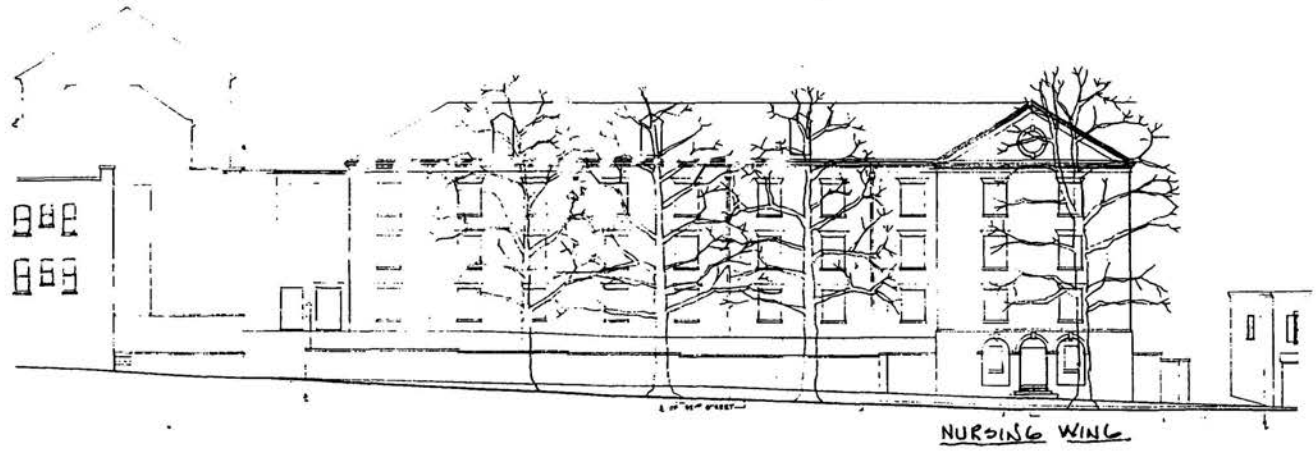
Nicole Pinniger Nicole Pinniger 3331 Dent Place, NW

Simon Pinniger 3331 Dent Place, NW.

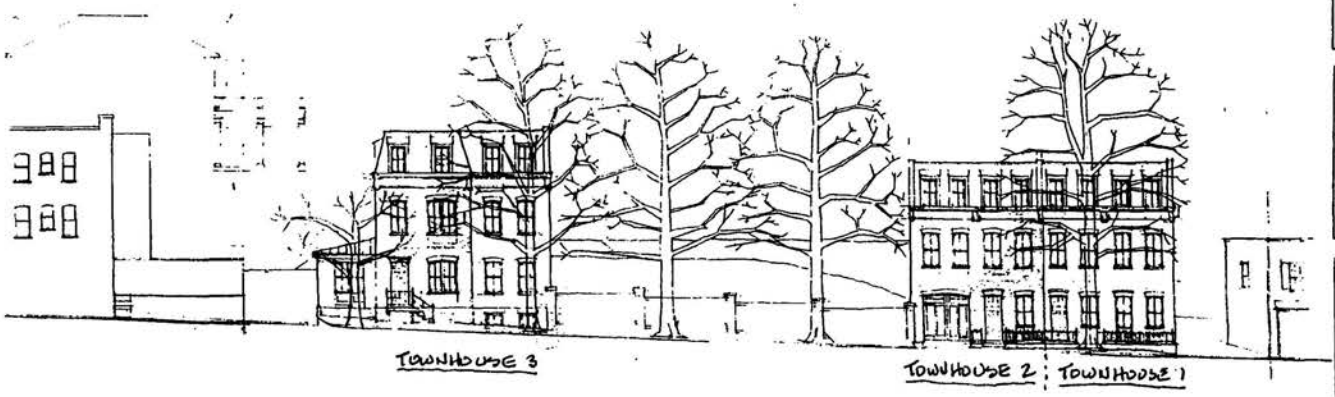
Renate Heymann Renate Heymann 1524-33rd ST. NW

Don L. Nicholson 3410 Volta Pl., NW

Nicholas Scheetz 1427 34th ST. NW. - Nicholas B. Scheetz



EXISTING ELEVATION



PROPOSED ELEVATION

HORSEY AND THORPE, ARCHITECTS
1234 31st STREET, NW
WASHINGTON, DC 20007
TEL. 202 337 4884 FAX 202 337 6688
COPYRIGHT 1998 HORSEY AND THORPE, ARCHITECTS

3124 Q STREET
WASHINGTON, D.C.

DRAWING TITLE
EXISTING AND PROPOSED ELEVATION AT 32nd STREET
Scale 1/4"=1'-0"

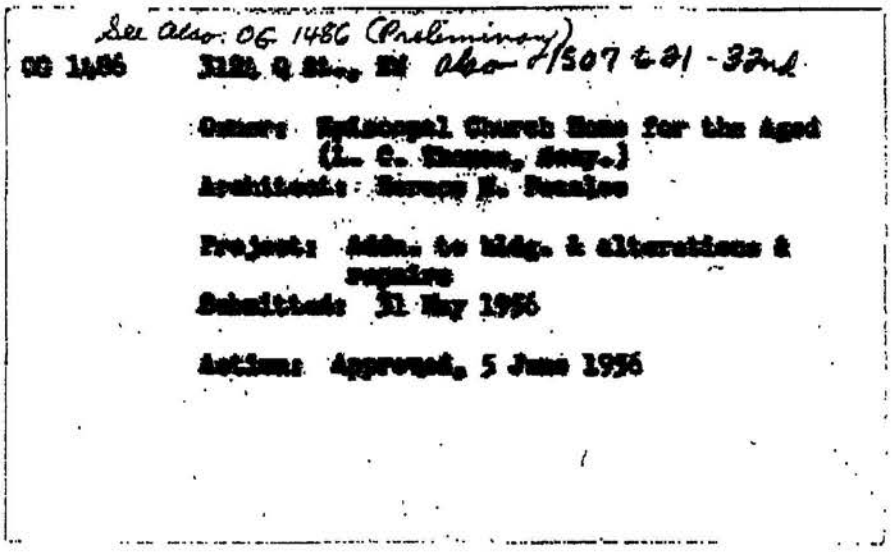
REVISIONS

SHEET NO.
6

Commission of Fine Arts
Index of Old Georgetown Board cases

3124 Q Street, N.W.
1956

Transmitted to EHT Traceries by fax



D.C. Building Permits Index by Streets and Addresses

Que St., N.W. STREET SQUARE 1270

D—DWELLING
R—REPAIRS
G—GARAGE
M—MOTOR
W—WAREHOUSE
F—FENCE
B—BOILER
EX—EXCAVATE
ST—STORE
HE—HOIST ENG.
SM—STORE MAT.
SS—STORAGE SHED
EPG—EST. PUB. GAR.
EGS—EST. GAS. STA.
OFF—OFFICE BLDG.

LOT	HOUSE NUMBER	TYPE	DATE	PERMIT
55	3130	Fence	7/2/56	B 13523
—	3124	Sign	10/5/56	B 16818
64	3124	Elevator	3/4/57	B 20799
—	3124	Shed	12/5/56	B 18685
64	3124	Shed	11/7/56	B 17923
64	3124	SS&SM	11/14/56	B 18125
64	3124	Elevator	3/4/57	B 30789
—	3124	SS&SM	11/28/56	B 18449
—	3124	Addn & Rep	9/26/56	B 16568
64	3124	Tank	4/18/57	B 22422

Form 401 — 5/58

CERTIFICATE OF OCCUPANCY

No. B 9123

Washington, D.C., JAN. 14TH, 1958

Permission is hereby granted to EPISCOPAL CHURCH HOME (A CORP.)

to use the ALL floor(s) of the building located on Lot 62, 64 & 16, 17, 18, 19, 20, 21, Square 1270

known as premises 3124 Q ST., N. W. & 1515 - 32nd STREET, N. W. for the following

purpose(s): RESIDENCE FOR THE AGED WITH CONVALESCENT FACILITIES

THIS CERTIFICATE SHALL BE POSTED CONSPICUOUSLY ON THE ABOVE PREMISES AT ALL TIMES. IT IS VALID INDEFINITELY, unless an expiration date is stated, ONLY for the premises, or part thereof, and for the purpose(s) indicated above, and IS NOT TRANSFERABLE to another person or premises under ANY conditions. ANY CHANGE in the type of business, ownership of business, or part of premises used therefor, will render this Certificate VOID and a NEW Certificate must be obtained.

DEPT. OF LICENSES & INSPECTIONS, GOVT. OF DIST. OF COL.

ZONE RES 40/ FEE $ 10.00

Superintendent of Permits.

By [signature]
Deputy Clerk

OFFICE COPY

GEO
REF.
4-2 3
W 387

Webster's Third New International Dictionary

OF THE ENGLISH LANGUAGE UNABRIDGED

A Merriam-Webster
REG. U.S. PAT. OFF.

Utilizing all the experience and resources of more than one hundred years of Merriam-Webster dictionaries

EDITOR IN CHIEF
PHILIP BABCOCK GOVE, Ph.D.
AND
THE MERRIAM-WEBSTER
EDITORIAL STAFF

G. & C. MERRIAM COMPANY, *Publishers*
SPRINGFIELD, MASSACHUSETTS, U.S.A.

PREFACE

WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY is a completely new work, redesigned, restyled, and reset. Every line of it is new. This latest unabridged Merriam-Webster is the eighth in a series which has its beginning in Noah Webster's *American Dictionary of the English Language*, 1828. On Webster's death in 1843 the unsold copies and publishing rights of his dictionary were acquired by George and Charles Merriam, who in 1847 brought out a revision edited by Noah Webster's son-in-law, Professor Chauncey A. Goodrich of Yale College. The 1847 edition became the first Merriam-Webster unabridged dictionary*. G. & C. Merriam Company now offers WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY to the English-speaking world as a prime linguistic aid to interpreting the culture and civilization of today, as the first edition served the America of 1828.

As the number of students in school and college jumps to ever-increasing heights, the quantity of printed matter necessary to their education increases too. Not only are more words used more often with these increases; words must be used more economically and more efficiently both in school and out. More and more do people undertaking a new job, practicing a new hobby, or developing a new interest turn to how-to pamphlets, manuals, and books for both elementary instruction and advanced guidance. Where formerly they had time to learn by doing, they now need to begin by reading and understanding what has been recorded. A quick grasp of the meanings of words becomes necessary if one is to be successful. A dictionary opens the way to both formal learning and to the daily self-instruction that modern living requires. It is the key also to the daily newspaper and to a vast number of other periodicals that demand our attention. This edition has been prepared with a constant regard for the needs of the high school and college student, the technician, and the periodical reader, as well as of the scholar and professional. It undertakes to provide for the changes in public interest in all classes of words as manifested by what people want to read, discuss, and study. The dictionary more than ever is the indispensable instrument of understanding and progress.

G. & C. Merriam Company have produced this THIRD NEW INTERNATIONAL at a cost of over $3,500,000. The budgetary and technical planning underlying its production has been directed and coordinated since 1953 by the Company's president, Mr. Gordon J. Gallan. His activity, understanding, and cooperation have contributed indispensably to its editorial completion and have made possible the maintenance of a Merriam-Webster permanent office staff constituted according to need. This staff is in effect a faculty which specializes in different branches of knowledge much as a small college faculty does. Listed among the resident editors are a mathematician, a physicist, a chemist, a botanist, a biologist, a philosopher, a political scientist, a comparative religionist, a classicist, a historian, and a librarian as well as philologists, linguists, etymologists, and phoneticians whose specialty is the English language itself. Their academic affiliations and their degrees can be seen one by one in the "Merriam-Webster Editorial Staff" that follows this preface. Besides the office staff over two hundred other scholars and specialists have served as outside consultants in supplementary reviewing, revising, and submitting new definitions in subjects in which they are authorities. The range and experience of this special knowledge appear in the listing of their names alphabetically after the editorial staff.

In conformity with the principle that a definition, to be adequate, must be written only after an analysis of usage, the definitions in this edition are based chiefly on examples of usage collected since publication of the preceding edition. Members of the editorial staff began in 1936 a systematic reading of books, magazines, newspapers, pamphlets, catalogs, and learned journals. By the time of going to press the collection contained just under 4,500,000 such new examples of recorded usage, to be added to more than 1,665,000 citations already in the files for previous editions. Further, the citations in the indispensable many-volume *Oxford English Dictionary*, the new citations in Sir William Craigie's four-volume *Dictionary of American English* and Mitford M. Mathews' two-volume *Dictionary of Americanisms*, neither of which was available to the editors of the preceding edition, and the uncounted citations in dozens of concordances to the Bible and to works of English and American writers and in numerous books of quotations push the citation background for the definitions in this dictionary to over ten million. This figure does not include freely consulted text matter in the office library of reference books. Nor does it include thousands of textbooks in the private and academic libraries of the editors and consultants, nor books consulted in the Springfield City Library whose librarians have generously given the editorial staff ready and frequent access to its large and valuable word-hoard.

While dictionaries of special subjects, glossaries, indexes, and checklists are collected and examined to verify the existence of special words, no word has been entered in this dictionary merely on the authority of another dictionary, special or general, and no definition in this dictionary has been derived from any other dictionary (except, of course, Merriam-Webster predecessors). Learned and industrial organizations have created numerous committees of nomenclature to collect, define, and standardize the terminology in their fields. Some of the staff editors serve as advisory members of such committees. Nevertheless prescriptive and canonical definitions have not been taken over nor have recommendations been followed unless confirmed by independent investigation of usage borne out by genuine citations.

The primary objective of precise, sharp defining has been met through development of a new dictionary style based upon completely analytical one-phrase definitions throughout the book. Since the headword in a definition is intended to be modified only by structural elements restrictive in some degree and essential to each other, the use of commas either to separate or to group has been severely limited, chiefly to units in apposition or in series. The new defining pattern does not provide for a predication which conveys further expository comment. Instead of encyclopedic treatment at one place of a group of related terms, each term is defined at its own place in the alphabet. Every phrase in lowercase roman type following a heavy black colon and running to the next heavy colon or to a divisional number or letter is a complete definition of one sense of the word to which it is attached. Defining by synonym is carefully avoided by putting all unqualified or undifferentiated terms in small capital letters. Such a term in small capitals should not be considered a definition but a cross-reference to a definition of equivalent meaning that can be substituted for the small capitals.

A large number of verbal illustrations mostly from the mid-twentieth century has been woven into the defining pattern with a view to contributing considerably to the user's interest and understanding by showing a word used in context. The illustration is often a brief combination of words that has actually been used in writing and when this is so the illustration is attributed to its author or source. More than 14,000 different authors are quoted for their use of words or for the structural pattern of their words but not for their opinions or sentiments.

A number of other features are (1) the recognition and separate entry (with part-of-speech label) of verb-plus-adverb compounds (as *run down*) that function like one-word verbs in every way except for having a separable suffix, (2) the recognition (by using the label *n* for noun) that substantive open compounds (as *clothes moth*) belong in the same class as nouns written solid or hyphened, (3) the recognition (by using the label *often attrib*) of nouns that often function as adjectives but otherwise do not behave like the class of adjectives, (4) the indication (by inserting suffix-symbols, as -S or -ES, -ED/-ING/-S or -ES, -ER/-EST) of the inflectional forms of nouns, verbs, adjectives, and adverbs at which the forms are not written out in full, (5) the recognition (by beginning entries with a lowercase letter and by inserting either the label *cap*, *usu cap*, *often cap*, or *sometimes cap*) that words vary considerably in capitalization according to circumstances and environment, (6) the recognition (by not using at all the status label *colloquial*) that it is impossible to know whether a word out of context is colloquial or not, and (7) the incorporation of abbreviations alphabetically in the main vocabulary.

In continuation of Merriam-Webster policy the editors of this new edition have held steadfastly to the three cardinal virtues of dictionary making: accuracy, clearness, and comprehensiveness. Whenever these qualities are at odds with each other, accuracy is put first and foremost, for without accuracy there could be no appeal to WEBSTER'S THIRD NEW INTERNATIONAL as an authority. Accuracy in addition to requiring freedom from error and conformity to truth requires a dictionary to state meanings in which words are in fact used, not to give editorial opinion on what their meanings should be.

In the editorial striving for clearness the editors have tried to make the definitions as readable as possible. Even so, the terminology of many subjects contains words that can be adequately and clearly explained only to those who have passed through preliminary stages of initiation, just as a knowledge of algebra is prerequisite for trigonometry. A dictionary demands of its user much understanding and no one person can understand all of it. Therefore there is no limit to the possibilities for clarification. Somewhat paradoxically a user of the dictionary benefits in proportion to his effort and knowledge, and his contribution is an essential part of the process of understanding even though it may involve only a willingness to look up a few additional words.

Comprehensiveness requires maximum coverage with a minimum of compromise. The basic aim is nothing less than coverage of the current vocabulary of standard written and spoken English. At the same time the scientific and technical vocabulary has been considerably expanded to keep pace with progress especially in physical science (as in electronics, nuclear physics, statistics, and soil science), in technology (as in rocketry, communications, automation, and synthetics), in medicine, and in the experimental phases of natural science. Therefore space has been found not only for new terms but also for new uses of old terms, for English like other living languages is in a metabolic process of constant change. The changes affect not only word stock but meaning, syntax, morphology, and pronunciation.

The demands for space have made necessary a fresh judgment on the claims of many parts of the old vocabulary. This dictionary is the result of a highly selective process in which discarding material of insubstantial or evanescent quality has gone hand in hand with adding terms that have obtained a place in the language. It confines itself strictly to generic words and their functions, forms, sounds, and meanings as distinguished from proper names that are not generic. Selection is guided by usefulness, and usefulness is determined by the degree to which terms most likely to be looked for are included. Many obsolete and comparatively useless or obscure words have been omitted. These include in general words that had become obsolete before 1755 unless found in well-known major works of a few major writers.

In definitions of words of many meanings the earliest ascertainable meaning is given first. Meanings of later derivation are arranged in the order shown to be most probable by dated evidence and semantic development. This arrangement applies alike to all meanings whether standard, technical, scientific, historical, or obsolete. No definitions are grouped alphabetically by subject labels. In fact this edition uses very few subject labels. It depends upon the definition for incorporating necessary subject orientation.

The pronunciation editor is Mr. Edward Artin. This edition shows as far as possible the pronunciations prevailing in general cultivated conversational usage, both informal and formal, throughout the English-speaking world. It does not attempt to dictate what that usage should be. It shows a

*The successors in the Merriam-Webster series are *American Dictionary of the English Language*, popularly known as the *Unabridged*, 1864, edited by Dr. Noah Porter, president of Yale College; *Webster's International Dictionary*, 1890, Noah Porter, editor in chief; *Webster's New International Dictionary*, 1909, Dr. William Torrey Harris, U. S. Commissioner of Education, editor in chief, and F. Sturges Allen, general editor; *Webster's New International Dictionary, Second Edition*, 1934, Dr. William Allan Neilson, president of Smith College, editor in chief, and Dr. Thomas A. Knott, general editor.

wide variety of acceptable pronunciations based on a large file of transcriptions made by attentive listening to actual educated speech in all fields and in all parts of the country—the speech of those expecting to be completely understood by their hearers. The facility with which such speech can be checked today by television, radio, and recordings has made it possible to show more representative and more realistic pronunciations than in the past.

To this end the Merriam-Webster pronunciation key has been revised. Many of the symbols of preceding editions have been retained, some with slight alteration, a few substitutions have been made, and some symbols that have outlived their usefulness have been dropped altogether. It is still fundamentally a diacritical key that makes use of many of the conventions of English spelling and is based on the principles that every distinct significant sound should have a distinct symbol to represent it and that no sound should be represented in more than one way. The elimination of symbols for all nonsignificant differences in sound makes it possible for transcriptions to convey to speakers in different parts of the English-speaking world sounds proper to their own speech. The new pronunciation alphabet is designed to represent clearly the standard speech of educated Americans.

It should be clearly understood that in striving to show realistic pronunciations definite limitations are fixed by the very nature of a dictionary. Each word must be isolated and considered apart from its place in connected spoken discourse. It is impracticable to show in a dictionary many kinds of variations—rising or falling pitch, syllabic emphasis or lack of emphasis, contraction or prolongation of sounds—to which the pronunciation of a word is susceptible under the influence of other words temporarily associated with it. Some of these variations are discussed under several headings in "Guide to Pronunciation", which contains also several paragraphs on the subject of correctness in pronunciation.

The etymologist for this edition is Dr. Charles R. Sleeth. In the etymologies the aim has been to retrace step by step the line of transmission by which the words have come down to modern English from the language in which they are first recorded. The present work adheres in this respect to the sound general principles governing the presentation of word histories in previous editions and indeed applies them with a consistency that has not previously been attained. With particular care it traces back to Middle English every word which is recorded in Middle English; also it carefully distinguishes the age of borrowings from French by giving the source language as Old French if the word came into English before 1300, as Middle French if it came into English between 1300 and 1600, and as French only if it came into English in the seventeenth century or later.

The etymologies fall into four general groups based on the origins of English words. Native words (as *hound*) that have been in the language as long as it has existed are traced back first through Middle English to Old English and then to Germanic languages other than English and to Indo-European languages other than Germanic. Old and well-established borrowings (as *chief*, *add*, and *dialect*) that have been in English since medieval or Renaissance times and come from languages, usually French, Latin, or often indirectly Greek, which belong, like English, to the Indo-European language family are traced back through their immediate source to their ultimate source in as much detail as native words. Many more recent borrowings (as *éclair*, *anile*, *hubris*, *sforzando*, *lariat*, *dachshund*, *smorgasbord*, *galore*, *muzhik*, and *karma*) are incorporated into the network of Indo-European etymology more thoroughly than in earlier dictionaries by going beyond the immediate source to either a list of cognates or a cross-reference to another entry. Borrowings (as *bushido*, *tepee*, *sheikh*, *sampan*, and *taboo*) from non-Indo-European languages are traced to the immediate source and analyzed into their parts if in the source language they are compounds or derivatives.

In the modern technical vocabulary of the sciences it is difficult if not impossible to adhere strictly to the principle of tracing step by step the line of transmission of a word, because such vocabulary has expanded rapidly in numerous fields and has been transmitted freely across language boundaries. Very few works of reference give full or systematic information about the language of origin of technical terms in any one field, and consequently it is impossible for the etymological staff of a general dictionary to garner and present such information about the technical terms of all fields. The present work attempts a new solution of this problem by introducing the label ISV (for International Scientific Vocabulary), for use in the etymology of such words when their language of origin is not positively ascertainable but they are known to be current in at least one language other than English. Examples of the use of ISV and further details about it are given in "Explanatory Notes", 7.6. Some ISV words (like *haploid*) have been created by taking a word with a rather general and simple meaning from one of the languages of antiquity, usually Latin or Greek, and conferring upon it a very specific and complicated meaning for the purposes of modern scientific discourse. More typically, however, ISV words are compounds or derivatives, made up of constituents that can be found entered in their own alphabetical position with their own ulterior etymology, again generally involving Latin or Greek. In either case an ISV etymology as given in the present work incorporates the word into the system of Indo-European etymology as well as if the immediate source language were known and stated. At the same time, use of ISV avoids the often untenable implication that the word in question was coined in English, and recognizes that the word as such is a product of the modern world and gets only its raw materials, so to speak, from antiquity.

The scheme of biological classification used has been concerted in consultation between Dr. Mairé Weir Kay, staff biologist, and specialists in the several divisions of taxonomy. It is planned to coordinate in the broadest way with current professional usage and specifically avoids undue reliance on any single school or system. The total taxonomic coverage is far more extensive than this characterization might imply and is designed to include and link with the preferred scheme both historically important though now disused terminology and the more important terms pertinent to divergent schools of professional thought (as in the question of whether the leguminous plants constitute one or several families).

Words that are believed to be trademarks have been investigated in the files of the United States Patent Office. No investigation has been made of common law trademark rights in any word since such investigation is impracticable. Those that have current registrations are shown with an initial capital and are also identified as trademarks. The inclusion of any word in this dictionary is not, however, an expression of the publishers' opinion on whether or not it is subject to proprietary rights. Indeed, no definition in this dictionary is to be regarded as affecting the validity of any trademark.

This dictionary has a vocabulary of over 450,000 words. It would have been easy to make the vocabulary larger although the book, in the format of the preceding edition, could hardly hold any more pages or be any thicker. By itself, the number of entries is, however, not of first importance. The number of words available is always far in excess of and for a one-volume dictionary many times the number that can possibly be included. To make all the changes mentioned only to come out with the same number of pages and the same number of vocabulary entries as in the preceding edition would allow little or no opportunity for new words and new senses. The compactness and legibility of Times Roman, a typeface new to Merriam-Webster dictionaries, have made possible more words to a line and more lines to a column than in the preceding edition, and a larger size page makes a better proportioned book.

The preparation of this edition has absorbed 757 editor-years. This figure does not include the time of typists, photocopiers, and clerical assistants or the time of over 200 consultants. The book appears, like its predecessor, after more than ten years of active full-time preparation. It is hardly necessary to observe that no one editor could harmonize all the diverse and disparate matter by reading and criticizing every line or even determine and keep firm control over editorial policy, nor could an editorial board of fixed membership. Instead the editor in chief has used his editors one by one and has delegated multiple responsibilities to them individually as occasion required. In this way members of the Merriam-Webster staff have been grouped and regrouped to form hundreds of task forces performing simultaneously thousands of missions. The editor can say with gratitude and relief that the accomplishment is not a one-man dictionary. "What individual", asks Noah Webster in his preface, "is competent to trace to their source, and define in all their various applications, popular, scientific, and technical, sixty or seventy thousand words!"

WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY is a collaborative effort. Without the cooperation of the scholarly, scientific, and technical world, the specialized guidance of our outside consultants, and the ingenuity of the compositors and printers, G. & C. Merriam Company and its permanent editorial staff could not have brought the work to its successful culmination. Those most deeply involved with overall responsibility deserve special mention here. Three associate editors, Mr. Artin, Dr. Kay, and Dr. Sleeth, have already been named in this preface. Among others who have shared large responsibilities are these associate editors: Miss Anne M. Driscoll, Dr. Philip H. Goepp, Mr. Hubert P. Kelsey, Dr. Howard G. Rhoads, and Dr. H. Bosley Woolf; two assistant editors, Miss Ervina E. Foss and Mrs. Laverne W. King; and the departmental secretary, Mrs. Christine M. Mullen.

It is now fairly clear that before the twentieth century is over every community of the world will have learned how to communicate with all the rest of humanity. In this process of intercommunication the English language has already become the most important language on earth. This new Merriam-Webster unabridged is the record of this language as it is written and spoken. It is offered with confidence that it will supply in full measure that information on the general language which is required for accurate, clear, and comprehensive understanding of the vocabulary of today's society.

Springfield, Mass.
June 1, 1961

PHILIP B. GOVE

the revenues of the church —T.D.Atkinson) **b** : to transfer (monastic property) to lay control or ownership — distinguished from *appropriate*

²**im·pro·pri·ate** \-ət\ *adj* [NL or ML *impropriatus*] : IMPROPRIATED : lay as distinguished from clerical

im·pro·pri·a·tion \(,)im,prōprē'āshən, əm-\ *n* -s **1** : the act of impropriating or state of being impropriate **2** : something impropriated : APPROPRIATION

im·pro·pri·a·tor \əm'prōprē,ād-ə(r)\ *n* -s : one to or by whom something is impropriated

im·propriety \,im+\ *n* [F or LL; F *impropriété*, fr. LL *improprietat-*, *improprietas*, fr. L *improprius* improper + *-tat-*, *-tas* -ty — more at IMPROPER] **1** : the quality or state of being improper ⟨shocked by the ~ of the young man's action⟩ ⟨guilty of ~ of speech and indecency of dress⟩ ⟨saw no ~ in giving preference to personal friends and relatives —W.E. Stevens⟩ **2** : something improper : an unsuitable or improper act or remark ⟨puns and jokes and pungent *impropieties* —*Times Lit. Supp.*⟩; *specif* : an unacceptable use of a word or of language

im·prosperous \(')im,əm+\ *adj* [*in-* + *prosperous*] *archaic* : not prosperous : POOR, UNSUCCESSFUL

im·prov·abil·i·ty \(,)im,prüvə'bilad-ē, əm-, -lət-, -i\ *n* : the quality or state of being improvable : capability of improving or of being improved

im·prov·able \əm'prüvəbəl\ *adj* [*improve* + *-able*] **1** *archaic* : capable of being profited from or turned to good account **2** : capable of improving or of being improved : susceptible of improvement — **im·prov·able·ness** \-bəlnəs\ *n* — **im·prov·a·bly** \-blē,-bli\ *adv*

¹**im·prove** \əm'prüv\ *vt* [ME *improven*, fr. MF *improver*, fr. L *improbare* to disapprove, blame, reject — more at IMPROBATION] **1 a** *obs* : to show to be wrong : CONFUTE **b** *Scots law* : to prove false or forged : DISPROVE, INVALIDATE **2** *obs* : REPROVE, CENSURE

²**improve** \" *vb* [*alter.* (influenced by *approve*) of earlier *emprou*, *emprow*, fr. AF *emprouer* to invest profitably, to cultivate profitably, fr. OF *en-* ¹*en-* + *prou* profit — more at PROW] *vt* **1 a** : to make greater in amount or degree : INCREASE, AUGMENT, ENLARGE, INTENSIFY ⟨*improved* the chance that the committee could reach agreement⟩ **b** *obs* : to raise the price of **c** *obs* : to make (an evil) worse **2 a** : to enhance in value or quality : make more profitable, excellent, or desirable ⟨~ the appearance of a display⟩ ⟨~ one's health by exercise⟩ ⟨exhibited an *improved* optical viewfinder —*Americana Annual*⟩ **b** *archaic* : to speak on in order to make more generally profitable **c** : to put to better spiritual account **c** : to increase the value of (land or property) by bringing under cultivation, reclaiming for agriculture or stock raising, erecting buildings or other structures, laying out streets, or installing utilities (as sewers) ⟨*improved* farmland⟩ **d** *Scots law* : to grant (a lease) for a long term to encourage a tenant in good husbandry **e** : to trace and drain (a road) and apply surfacing material (as gravel, crushed rock, or oil) other than pavement **3** *archaic* **a** : to avail oneself of : EMPLOY, USE **b** : OCCUPY **4 a** : to turn to profit or to good account : employ to good purpose : use to advantage ⟨~ an opportunity to make friends⟩ ⟨~ one's time by studying⟩ **b** *archaic* : to cause (money or capital) to yield a profit by investment **5 a** : to turn or convert by improving ⟨~ a nag into a racehorse⟩ **b** : to spend, remove, or dissipate by improvements ⟨a tribe *improved* out of existence⟩ ~ *vi* **1 a** : INCREASE, AUGMENT ⟨the price of cotton is *improving*⟩ ⟨the demand for more commodities *improved*⟩ **b** : to rise in value : enhance in price ⟨stocks are *improving*⟩ **2** : to advance or make progress in what is desirable : grow better ⟨the invalid's health *improved* daily⟩

SYN IMPROVE, BETTER, AMELIORATE, and HELP mean to correct, make more acceptable, or bring nearer to a higher standard of goodness in part or in some degree. IMPROVE and BETTER are general and interchangeable and are often used of things that are orig. bad or unacceptable ⟨famed for his quick wit and his ability to *improve* a script during a performance —G.S. Perry⟩ ⟨increase his powers of field observation and notation while he *improved* the knowledge of his text —J.F.Hart & Eugene Mather⟩ ⟨*bettering* the general conditions of tenant farmers —*Current Biog.*⟩ ⟨has invariably *bettered* the tunes and often transformed a doggerel text into excellent poetry —*Amer. Guide Series: Tenn.*⟩ AMELIORATE is applied chiefly to things that are unacceptable, esp. conditions difficult to endure or causing suffering, and implies partial relief or alterations that make the conditions more tolerable ⟨*ameliorate* the lot of thousands of victimized human beings —Arnold Bennett⟩ ⟨abolish feudalism or *ameliorate* its vices —W.O. Douglas⟩ ⟨his care in *ameliorating* personality conflicts —Harold Kooser⟩ HELP implies a betterment in a situation that still leaves room for improvement ⟨*help* farmers meet the fertilizer shortage⟩ ⟨exercises to *help* overcome a speech defect⟩

— **improve on** *or* **improve upon** : to improve or make useful additions or amendments to ⟨an inventor who *improved on* the carburetor⟩ ⟨*improved on* the suggestion⟩ ⟨learned all the backwoods stories his customers told him — and doubtlessly *improved on* them a little —G.S.Perry⟩

improved cylinder *n* : a gun barrel with a choke

improved wood *n* : wood that has been strengthened by the filling in or closing of the voids in the cellular structure and by compression and heat

im·prove·ment \-vmənt\ *n* -s [alter. of ME *empowrment* profitable investment, profitable cultivation of land, fr. AF *empouement*, fr. *empouer* + OF *-ment*] **1** : the act or process of improving: as **a** : profitable employment or use (the ~ of one's time in reading) **b** : BETTERMENT ⟨went to college not for a degree but for professional ~⟩ **c** : AMELIORATION ⟨the ~ of the patient's state of health⟩ **c** : the enhancement or augmentation of value or quality : an increasing of profitableness, excellence, or desirability ⟨an ~ of farm stock⟩ ⟨an ~ of the property by building several outbuildings and a new barn⟩ ⟨an ~ in living standards⟩ **2 a** : the state of being improved; *esp* : enhanced value or excellence ⟨saw a great ~ in the man's health and frame of mind⟩ ⟨pleased by the ~ of the transportation system⟩ **b** : an instance of such improvement : something that improves in this way: as (1) : a permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs — see BENEFICIAL IMPROVEMENT, NECESSARY IMPROVEMENT, VOLUNTARY IMPROVEMENT (2) : an alteration or addition to an existing subject of invention or discovery that does not destroy its identity or essential character but accomplishes greater efficiency or economy ; a modification improving and making more valuable an existing discovery or invention

improvement factor *n* : an annual increase in compensation that enables workers to share in the benefits from increased productivity ⟨a need in labor negotiations⟩

improvements and betterments insurance *n* : insurance for the benefit of a tenant covering improvements made by the tenant to property which he occupies under lease

im·prov·er \əm'prüv(ə)r\ *n* : one that improves: as **a** *chiefly Brit* (1) : an employer who accepts instruction on the opportunity to work in place of wages (2) : a worker who has completed an apprenticeship but is not yet qualified as a full-fledged member of a trade or occupation **b** : a device for giving shape to a dress; *esp* : BUSTLE **c** : an agent added to improve a substance ⟨potassium bromate is used as a flour ~⟩

im·providence \(')im,əm+\ *n* [MF or LL; MF, fr. LL *improvidentia*, fr. *improvident-*, *improvidens* + L *-ia* -y] : the quality or state of being improvident ⟨unemployment compensation and pensions against ~ in old age —C.O.Gregory⟩

im·provident \(')im, əm+\ *adj* [LL *improvident-*, *improvidens*, fr. L *in-* ¹*in-* + *provident-*, *providens* provident — more at PROVIDENT] : not provident : lacking foresight or forethought : not foreseeing or providing for the future : NEGLIGENT, THRIFTLESS ⟨~ throughout his brilliant career . . . in later years became penniless —*Amer. Guide Series: Md.*⟩ ⟨I'm ~: I live in the moment when I'm happy —Edith Wharton⟩ — **im·providently** \"+\ *adv*

im·providentially \(,)im, əm+\ *adv* : IMPROVIDENTLY

improving *adj* [fr. pres. part. of ²*improve*] : morally or intellectually uplifting or designed to be so often to the detriment of any intrinsic excellence (urged his children to read only ~ literature) — **im·prov·ing·ly** *adv*

im·provi·sate \əm'prävə,zāt *sometimes* 'imprəvə,z- *or* əm-'präv,sāt\ *vb* -ED/-ING/-S [back-formation fr. *improvisation*] : IMPROVISE

im·provi·sa·tion \(,)im,präv(ə)zāshən, əm- *also* ,imprəvə'z- *sometimes* (,)ə,präv(ə)sā- *or* ,imprə,v(ə)zā- *or* (,)ə,prōvə'zā- *or* (,)ə,präv(ə)zā- \ *n* -S [F, fr. *improviser* + *-ation*] **1** : the act of improvising or the quality or state of being improvised: as **a** (1) : extemporaneous composition (as of music or poetry) (2) : the extemporaneousness of such composition **b** (1) : a course pursued in accordance with no previously devised plan, policy, or consideration (his conduct at the time was merely an ~ —the policy of a democracy thus becomes an eternal ~ —H.L.Mencken⟩ ⟨the flight into the East was not an ~, a sudden, last-minute, desperate measure —A.R. Williams⟩ (2) : the extemporaneous quality of such a course ⟨the ~ of the country's relation with foreign powers⟩ **2** : something *improvised or designed to seem* improvised : IMPROMPTU — **im·provi·sa·tion·al** \-shən°l, -ishnəl\ *adj*

im·provi·sa·tor \'imprəvə,zātər *or* ,imprəvə'zātər\ *n* -s [F or It; F *improvisateur*, fr. It *improvisatore*, fr. *improvisato* (past part. of *improvvisare*) + *-ore* -or] : IMPROVISER, IMPROVISATORE ⟨he has been a great ~, and that his improvisation is not without merit is proved by his spectacular career —O.D. Tolischus⟩

im·prov·i·sa·to·re \ə,präv(ə)zə'tōrē\ *n*, *pl* **improvisato·ri** \"\ *or* **improvisatores** \-ēz\ [It *improvisatore*] : IMPROVISER; *esp* : one who composes and recites verse extempore

im·prov·i·sa·to·ri·al \əm,präv(ə)zə'tōrēəl\ *adj* : of or relating to improvisation — **im·prov·i·sa·to·ri·al·ly** \-ēəlē\ *adv*

im·provi·sa·to·ry \əm'präv(ə)zə,tōrē, ,imprə'vīz-, *chiefly Brit* ,imprə,vīzə'tōrē\ *or* -ətrē\ *adj* : IMPROVISATORIAL

im·prov·i·sa·trice \əm,präv(ə)zə'trēchē\ *n*, *pl* **improvisatri·ci** \"\ *or* **improvisatrices** \-chēz\ [It *improvvisatrice*, fr. *improvvisatore*] : a female improvisatore

im·pro·vise \'imprə,vīz *also* ,ə'-\ *vb* -ED/-ING/-S [F *improviser*, fr. It *improvvisare*, fr. *improvviso* unprovided, sudden, extempore, fr. L *improvisus* unforeseen, unexpected, fr. *in-* ¹*in-* + *provisus* foreseen — more at PROVIDE] *vt* **1** : to compose, recite, or sing esp. in verse or to play on an instrument or act extemporaneously ⟨his cast, who ~ dialogue, gags, and situations as they go along —*Current Biog.*⟩ **2 a** : to bring about, arrange, or make on the spur of the moment or without preparation ⟨the cook . . . hastily *improvised* a supper —Willa Cather⟩ ⟨housed in *improvised* temporary quarters —*Report: (Canadian) Royal Commission on Nat'l Development*⟩ ⟨had to ~ policy always —James Cameron⟩ **b** : to construct or fabricate out of what is conveniently at hand ⟨an *improvised* laboratory —*Current Blog.*⟩ ⟨fish . . . with *improvised* hooks and lines —*Amer. Guide Series: N.Y. City*⟩ ~ *vi* : to improvise something esp. in verse or music : EXTEMPORIZE

im·pro·vis·er *or* **im·pro·vi·sor** \-zə(r)\ *n* -S : one that improvises

¹**im·provision** \'im+\ *n* [*in-* + *provision*] : lack of forethought : IMPROVIDENCE

²**im·pro·vi·sion** \,imprə'vizhən\ *n* [*improvise* + *-ion*] : IMPROVISATION

im·pro·vi·so \,imprə'vī(,)zō\ *adv* (*or adj*) [It *improvviso* — more at IMPROVISE] : EXTEMPORE

im·prudence \(')im, əm+\ *n* [MF or L; MF, fr. L *imprudentia*, fr. *imprudent-*, *imprudens* + *-ia* -y] : the quality or state of being imprudent : lack of caution, circumspection, or due regard to consequences **2** : an imprudent act

im·prudency \"+\ *n* -ES [L *imprudentia*] *archaic* : IMPRUDENCE

im·prudent \(')im, əm+\ *adj* [ME, fr. L *imprudent-*, *imprudens*, fr. *in-* ¹*in-* + *prudent-*, *prudens* prudent — more at PRUDENT] : not prudent : lacking discretion : INJUDICIOUS ⟨very ~ in her parent to encourage her . . . in such idolatry and silly romantic ideas —W.M.Thackeray⟩ ⟨the deep ulcer on my leg . . . renders it ~ to take passage at this time —C.B. Nordhoff & J.N.Hall⟩ ⟨would be ~ for a noneconomist to talk about the details of economic policy —A.M.Schlesinger Jr.⟩ — **im·prudently** \"+\ *adv* — **im·prudentness** \"+\ *n* -ES

imps *pl of* IMP, *pres 3d sing of* IMP

imp·son·ite \'im(p)sə,nīt\ *n* -S [*Impson* valley, Oklahoma + E *-ite*] : a mineral consisting of an asphalt much like albertite but almost insoluble in turpentine

impt *abbr* important

imptr *abbr* importer

im·puberty \(')im, əm+\ *n* [ML *impubertas*, fr. L *in-* ¹*in-* + *pubertas* puberty — more at PUBERTY] : the quality or state of not having reached puberty

im·pubic \'+\ *adj* [L *impubes* (fr. *in-* ¹*in-* + *pubes* adult) + E *-ic* — more at PUBES] : not arrived at puberty : IMMATURE ⟨toiled in the fields with her ~ children —Thomas Beer⟩

im·pu·dence \'impyədən(t)s *also* -d°n-\ *also* **im·pu·den·cy** \-nəsē-si\ *n*, *pl* impudences *also* impudencies [*impudence* fr. ME, fr. L *impudentia*, fr. *impudent-*, *impudens* impudent + *-ia* -y; *impudency* fr. L *impudentia*] **1** : the quality or state of being impudent: as **a** *obs* : SHAMELESSNESS, INDECENCY **b** : an attitude marked by disrespect or insolence : cocky self-assurance **c** *archaic* : cool self-possession or self-reliance **2** : an impudent remark or act ⟨the mother would not endure her son's ~⟩

im·pu·dent \-ənt\ *adj* [ME, fr. L *impudent-*, *impudens*, fr. *in-* ¹*in-* + *pudent-*, *pudens*, pres. part of *pudēre* to feel shame — more at PUDIC] **1** *obs* : lacking modesty **2** : marked by contemptuous or cocky boldness or disregard of others ⟨an arrogant and ~ boy given to insulting strangers⟩ : INSOLENT ⟨stood there . . . in an ~ swaggering pose —Helen T. Lowe⟩ : FORWARD, IRRESPECTFUL ⟨entertainingly ~ stories —Gerald Bullett⟩ : bold and brazen ⟨one of the most ~ miscarriages of justice⟩ SYN see SHAMELESS

im·pu·dent·ly *adv* : in an impudent manner

im·pu·dent·ness *n* -ES : IMPUDENCE

im·pu·dic·i·ty \,impyə'disəd-ē, -yü'-\ *n* [MF *impudicité*, fr. L *impudicus* immodest, shameless (fr. *in-* ¹*in-* + *pudicus* bashful, modest, chaste) + MF *-ité* -ity — more at PUDIC] : IMMODESTY, SHAMELESSNESS

im·pugn \əm'pyün\ *vt* -ED/-ING/-S [ME *impugnen*, *impungnen*, fr. MF *impugner*, fr. L *impugnare*, fr. *in-* ¹*in-* + *pugnare* to fight — more at PUGNACIOUS] **1** *obs* **a** : to assail physically : FIGHT **b** : OPPOSE, RESIST **2** : to assail by words or arguments : call into question : make insinuations against : GAINSAY ⟨~ one's honesty⟩ ⟨~ one's claim to property⟩ ⟨frequent recourse to sword or pistol, whenever honor was ~*ed* —*Amer. Guide Series: La.*⟩ SYN see DENY

im·pugn·able \-nəbəl\ *adj* : capable of being impugned : subject to question

im·pugna·tion *n* -S [ME *impugnacioun*, *impugnacioun*, fr. MF or L; MF *impugnation*, fr. L *impugnation-*, *impugnatio*, fr. *impugnatus* (past part. of *impugnare* to impugn) + *-ion-*, *-io* -ion] : an impugning ⟨an ~ of his motives⟩ **2** ATTACK, OPPOSITION **2** \,im-,pyü'n-\ *archaic* : IMPUGNMENT

im·pugn·ment \əm'pyünmənt\ *n* -S : the act of bringing into question or gainsaying or the state of being brought into question or gainsaid

im·puissance \(')im, əm+\ *n* [MF, fr. *in-* ¹*in-* + *puissance* — more at PUISSANCE] : POWERLESSNESS, WEAKNESS

im·puissant \"+\ *adj* [F, fr. MF, fr. *in-* ¹*in-* + *puissant* — more at PUISSANT] : POWERLESS, FEEBLE

im·pulse \'im,pəls *also* -ltS\ *n* [L *impulsus*, fr. *impulsus*, past part. of *impellere* to impel — more at IMPEL] **1 a** : the act of driving onward with sudden force : IMPULSION, THRUST, DRIVE, PUSH **b** : the effect of an impelling force : motion produced by a sudden or momentary force : IMPETUS ⟨the ~ of the pumping by the heart is carried down so that a finger applied to the artery anywhere near the surface permits a counting of the *pulse* rate —*Morris Fishbein*⟩ **c** : a wave of excitation transmitted through certain tissues and esp. nerve fibers and muscles that results in physiological activity or inhibition **d** : an electrical or mechanical action or force usu. of brief duration ⟨the ~s received by the radio set are . . . unimaginably small —A.C.Morrison⟩; *specif* : such an action or force actuating an operation (as in a computer) ⟨can be started either by hand or by an air ~ —*Swiss Industry & Trade*⟩ **2 a** : a force so communicated as to produce motion suddenly or immediately ⟨an ~ of the wind⟩: (1) : the motive force given by the escape wheel in the driving train of a timepiece to the pendulum or balance (2) : the muscular effort initiating a rhythmic dance movement (3) : a short directed motion ⟨written with one ~ of the pen —J.R.Gregg⟩ **b** : INCENTIVE ⟨under the ~ of transportation profits —*Amer. Guide Series: Mich.*⟩ **c** : an inspiration or motivation esp. giving a usu. new form or tendency ⟨those who give the religious life a new ~ need disciples to organize the impulse before it runs to seed —Hallam Tennyson⟩ ⟨his more successful stories derive from the same kind of ~ as his poetry —F.R.Leavis⟩ ⟨he received from America fresh artistic ~s —Anatole Chujoy⟩ **3 a** : a sudden spontaneous inclination or an incitement of the mind or spirit arising either directly from feeling or from some outer influence and prompting some usu. unpremeditated action ⟨constitutionally inclined to resist ~ and to take long views —George Santayana⟩ ⟨some uncontrollable ~ . . . may have driven the defendant to the commission of the murderous act —B.N.Cardozo⟩ ⟨act on ~⟩; *also* : the force actuated by such a motive or propensity ⟨a man who is driven chiefly by ~⟩ ⟨~s of greed —Bertrand Russell⟩ **b** : a propensity or natural tendency usu. other than rational ⟨a man of good ~⟩ ⟨the sexual ~⟩ ⟨the fundamental ~ of self-expression —Havelock Ellis⟩ ⟨the systematizing ~, the restless passion for order of the Greeks —John Buchan⟩ ⟨never approaches a new task save with the ~ to postpone it —H.A.Overstreet⟩ **4 a** : the product of the average value of a force and the time during which it acts being a quantity equal to the change in momentum produced by the force if the body acted on is free **b** : PULSE 4a

SYN see MOTIVE

²**impulse** \", əm'p-\ *vt* [L *impulsus*, past part.] **1** : to give an impulse to **2** : to initiate an impulse in (a counter of a computer)

impulse buying *n* : the buying of merchandise on impulse rather than from premeditation

impulse charge *n* : an explosive used to provide an initial impetus (as to a torpedo)

impulse excitation *n* : a method of producing damped alternating current in which the duration of the impressed voltage is short compared with the duration of the current produced — compare QUENCHED GAP

impulse face *n* : the lifting plane of one of the club teeth of the escape wheel in a lever-escapement watch or the surface of the pallet stone which is engaged thereby

impulse goods *n* : merchandise (as inexpensive or luxury items) likely to be bought on impulse or without significant forethought as opposed to staple or essential goods

impulse movement *n* : a clock movement (as of a turret clock) in which the hands are driven by means of energy received by its pendulum in the form of electromagnetic impulses

impulse pallet *n* : a pallet stone in a roller of a chronometer balance that receives the driving impulse of the teeth of the escape wheel

impulse pin *n* : ROLLER JEWEL

impulse turbine *n* : a turbine in which the rotor is driven by fluid jets impinging directly against the blades — compare REACTION TURBINE

im·pul·sion \əm'pəlshən\ *n* -S [ME, fr. MF or L; MF, fr. L *impulsion-*, *impulsio*, fr. *impulsus* (past part. of *impellere* to impel) + *-ion-*, *-io* -ion — more at IMPEL] **1 a** : the act of impelling or the state of being impelled : the sudden or momentary action of a body in motion impinging on another body **b** : the impelling force or impulse **c** : an onward tendency derived from an impulsion : IMPETUS; *specif* : a marked or vigorous forward drive of a horse in a gait **2 a** : an influence acting usu. unexpectedly or temporarily on the mind or will and urging to action; *also* : an action provoked by such an influence **b** : drive to motor activity or creative effort **c** : IMPULSE 2c **3** : COMPULSION 2

im·pul·sive \(')im,pəl(i)v, əm'p-, -ltv *also* -l(t)s\ *or* \ə\ *adj* [prob. fr. MF *impulsif*, fr. *impulsion* + *-if* -ive] **1** : having the power of or actually driving or impelling ⟨an ~ force⟩ ⟨an ~ influence⟩ **2 a** : actuated by or esp. prone to act on impulse ⟨a houseful of ~ children⟩ ⟨the ~ buying of luxury items⟩ ⟨~, capricious, and tyrannical —D.C. Buchanan⟩ ⟨went ~ thoughtless or ~ acts —M.R.Cohen⟩ **b** : COMPULSIVE 3 **3** : acting momentarily ⟨a motor giving the mechanism ~ thrusts⟩ SYN see SPONTANEOUS

im·pul·sive·ly \-ivlē, -li\ *adv* : in an impulsive manner ⟨so happy she flung her arms ~ around his neck and kissed him⟩

im·pul·sive·ness \-ivnəs, -ltv- *also* -lsv-\ *n* -ES : the quality or state of being impulsive (the ~ with which he took up attractive theories —H.E.Scudder⟩

im·pul·siv·i·ty \,im,pəl'sivəd-ē, -vət-\ *also* -it's-\ *n* -ES : IMPULSIVENESS

impulsor *n* -S [L, fr. *impulsus* (past part.) + *-or*] *obs* : one that impels

im·punctate \(')im, əm+\ *adj* [*in-* + *punctate*] : lacking pores ⟨an ~ brachiopod shell⟩ or impressed punctate markings ⟨a beetle with elytra ~⟩

impunely *adv* [*obs.* E *impune* unpunished (fr. L *impunis*) + *-ly*] *obs* : with impunity

im·pu·ni·bly \(')im,pyünəblē, əm'p-\ *adv* [L *impunis* + E *-ible* + *-ly*] *archaic* : with impunity

im·pu·ni·ty \əm'pyünəd-ē, -nətē, -i\ *n* -ES [MF or L; MF *impunité*, fr. L *impunitat-*, *impunitas*, fr. *impunis* unpunished (back-formation fr. *impune*, adv., without punishment, fr. *in-* ¹*in-* + *-pune*, fr. *poena* punishment, pain) + *-itat-*, *-itas* -ity — more at PAIN] : exemption or freedom from punishment, harm, or loss ⟨trespassing with ~⟩ ⟨many individuals can with apparent ~ remain essentially infants forever, intellectually —Weston La Barre⟩

im·pure \(')im, əm+\ *adj* [F & L; F, fr. L *impurus*, fr. *in-* ¹*in-* + *purus* pure — more at PURE] **1** : not pure: as **a** : UNCHASTE, LEWD, OBSCENE ⟨~ language⟩ ⟨given to ~ ideas⟩ **b** : containing something unclean : DIRTY, FOUL, FILTHY, UNWHOLESOME ⟨~ water⟩ ⟨~ air⟩ **c** : unclean for ceremonial or religious purposes or not purified or hallowed by rites : DEFILED, UNHOLY, UNHALLOWED **d** : not accurate : not idiomatic ⟨~ Latin⟩ : marked by an intermixture of foreign elements ⟨an ~ dialect⟩ or by substandard, incongruous, or objectionable locutions ⟨an ~ style⟩ **e** : mixed or impregnated with an extraneous esp. inferior substance : ADULTERATED, UNRECTIFIED ⟨an ~ chemical⟩ ⟨~ food⟩ ⟨an ~ diamond⟩ **f** *of art or decoration* : MIXED, BASTARD ⟨an ~ style of ornamentation⟩ **g** : designed to serve a purpose chiefly other than artistic — used of art or an art form (as a poem or painting) ⟨there is ~ poetry, social and political poetry —Jacob Isaacs⟩ **2** : HETEROZYGOUS — **im·purely** \"+\ *adv* — **im·pureness** \"+\ *n*

²**impure** *vt*, *obs* : to make impure

im·pu·ri·fy \əm'pyürə,fī\ *vt* [¹*impure* + *-ify*] : to make impure : ADULTERATE ⟨a source that is being continually *impurified* by alien additions —Walter de la Mare⟩

im·puritan \(')im, əm+\ *n* [*in-* + *puritan*] : one who is not a puritan or who is opposed to puritanism

im·purity \(')im, əm+\ *n* [ME *impurite*, fr. L *impuritas* fr. *impurus* + *-itas* -ity] **1** : the quality or state of being impure **2** : something impure (as foul matter or obscene language) or something that makes impure (as a foreign ingredient)

impurple *obs var of* EMPURPLE

imput *var of* INPUT

im·put·abil·i·ty \(,)im,pyüd-ə'bilad-ē, əm-, -ilta-, -lət-, -i\ *n* : the quality or state of being imputable

im·put·able \əm'pyüd-əbəl, -ilta-\ *adj* [F or ML; F, fr. MF, fr. ML *imputabilis*, fr. L *imputare* to impute + *-abilis* -able — more at IMPUTE] **1** : capable of being imputed : ASCRIBABLE, ATTRIBUTABLE, REFERABLE ⟨insofar as he was only acting as an agent the oversight was not ~ to him⟩ ⟨an occasional blurring of outline . . . is ~ to the music rather than the words —*Times Lit. Supp.*⟩ **2** *archaic* : capable of being accused or blamed : CULPABLE — **im·put·able·ness** \-bəlnəs\ *n* -ES — **im·put·a·bly** \-blē,-bli\ *adv*

im·pu·ta·tion \,impyə'tāshən\ *n* -S [MF or LL; MF, fr. LL *imputation-*, *imputatio*, fr. L *imputatus* (past part. of *imputare* to impute) + *-ion-*, *-io* -ion] **1** : the act of imputing: as **a** : ATTRIBUTION, ASCRIPTION ⟨the ~ of emotions, attitudes, and purposes as an explanation of overt behavior —Ernest Nagel⟩ **b** : ACCUSATION ⟨if . . . told that we are wrong we resent the ~ —J.H.Robinson †1936⟩ : INSINUATION ⟨resented the

uni·form·i·ty \ˌ=ˈfȯ(ə)rməd·ē, -ˈfȯr-, -ˈfȯ(ə)rmə-, -ˈfȯr-, -ˈi\ *n* -ES [ME *uniformite*, fr. MF *uniformité*, fr. LL *uniformitat-*, *uniformitas*, fr. L *uniformis* uniform + *-itat-*, *-itas* -ITY — more at UNIFORM] **1** : the quality or state or an instance of being uniform (as by conformance to one pattern or adherence to one standard) (the insistence on ~ in religion) (a rule of ~ that all duties, imposts, and excises shall be uniform throughout the U.S.) **2** : the condition of having the constituent elements lacking in individuality or variability or so arranged as to give a uniform effect to the whole to which they belong; *often* : SAMENESS, MONOTONY

uniformity of nature : a doctrine or principle of the invariability or regularity of nature; *specif* : one that holds identical antecedent states or causes to be uniformly followed by identical effects — called also *principle of the uniformity of nature*

uni·form·ize \ˈ=ˌfȯrˌmīz\ *vt* -ED/-ING/-S [F *uniformiser*, fr. *uniforme* uniform + *-iser* -IZE] : to make uniform

uni·form·less \-məs\ *adj* : having no uniform ; not wearing a uniform

uni·form·ly \ˈ=ˌ=ˈfȯrmlē\ *adv* : in a uniform manner ; so as to be uniform

uni·form·ness *n* -ES : the quality or state of being uniform

uniform system *n* : a system of photographic diaphragm or stop marking in which the numbers are *proportional* to the intensities of the light permitted to pass and hence to the times required for exposure

uni·fy \ˈyünəˌfī\ *vb* -ED/-ING/-ES [LL *unificare*, fr. L *uni-* + *-ficare* -fy] *vt* **1 a** : to cause to be one ; make into a coherent group or whole ; give unity to ; HARMONIZE ⟨war *unifies* a people torn by rivalries⟩ ⟨a *unified* design⟩ ⟨would also be technically possible to ~ the world and abolish war —Bertrand Russell⟩ **b** : to issue (as bonds) in order to combine several issues into one (a *unified* bond) **2** : to secure (a stop in a pipe organ) by unification ~ *vi* : to become one ; CONSOLIDATE

SYN INTEGRATE, CONSOLIDATE, COMPACT, CONCENTRATE agree with UNIFY in meaning to gather or combine parts or elements so as to form a close mass or coherent structure. UNIFY, the most general term, emphasizes unity in action or harmony in effect; the elements involved may be similar or diverse; they may be physically close or far apart; things may be *unified* deliberately or as a result of evolution, but rarely by imposition from without ⟨making only slow progress in *unifying* the economy of the world —W.S.Thompson⟩ ⟨frequently a minority group is *unified* by persecution⟩ ⟨the room, despite its clutter of furniture, was *unified* by the use of blue in the drapes and the rug⟩ INTEGRATE implies a close and harmonious relation both between individual parts and between each part and the whole and has favorable connotation; more than any of the other terms here discussed, it implies a beneficial effect for the components as well as for the whole ⟨an *integrated* personality⟩ ⟨a well-adjusted child is one that is *integrated* into his group⟩ ⟨narrative and background are *integrated* in their proper proportions —John Barkham⟩ ⟨its culture is more stable and better *integrated* —A.L.Kroeber⟩ CONSOLIDATE, usu. used of things that are alike or homogeneous, orig. refers to a drawing together or thickening; likewise, in its transferred uses, it implies strengthening through solidarity ⟨organize state leagues for political action in order to *consolidate* the labor vote —G.S.Watkins⟩ ⟨two marriages with the Dutch Vandergraves had *consolidated* these qualities of thrift and handsome living —Edith Wharton⟩; when used of organizations, corporations, or the like, *consolidate* suggests close union not only in purpose or effect, but in administration ⟨several agencies were *consolidated* in one department⟩ ⟨the two companies were *consolidated* under one management⟩ COMPACT, when used of physical objects, means to stick or cake together, reducing the size of the whole by reducing the space between parts ⟨rain *compacts* the soil⟩ ⟨dry, powdered snow is better for skiing than wet snow which is soon *compacted*⟩ COMPACT in its transferred uses means to shape (a whole) from various parts, joined closely enough to hold together, without any implication as to the balance or harmony of the whole ⟨the loosely *compacted* hosts of thegns and peasants —F.M.Stenton⟩ COMPACT may, however, imply density, leaving no room for any but the parts mentioned ⟨it is based on solid facts, nay, is *compacted* of solid facts from the first sentence to the last —*Times Lit. Supp.*⟩ CONCENTRATE has a specific implication of bringing together things or parts that were scattered or diffused and of *massing* them *around a point* or center; the emphasis is not so much on unity or integrity of a whole as on accumulation of like elements ⟨people of Scandinavian and German origin are *concentrated* in the Middle West⟩ ⟨the control of the major part of the country's wealth is *concentrated* in a few hands⟩; figuratively, CONCENTRATE means to fix one's mental powers on one thing, so that all distracting thoughts or objects are *eliminated* ⟨the *ability to concentrate* on the task at hand is essential to all achievement⟩; a similar implication of eliminating that which weakens, dilutes, or adulterates is found in scientific and technical use ⟨evaporated milk is more *concentrated* than fresh milk⟩ ⟨a miner *concentrates* ores by separating the base from the precious materials⟩

uni·gray·i·da \ˌyünəˈgrāvədə\ *n* [NL, fr. *uni-* + L *gravida*] : a woman in her first pregnancy

uni·ju·gate \ˌyünəˈjügˌāt, -yünəˈjüg-\ *adj* [*uni-* + *jugate*] : having one pair of leaflets — used of a pinnate leaf

uni·lacunar \ˌyünə+\ *adj* [*uni-* + *lacunar*] : having a single leaf gap — compare MULTILACUNAR, TRILACUNAR

uni·lateral \ˈ=+\ *adj* [*uni-* + *lateral*] **1 a** : of, relating to, or involving one side ; done, made, undertaken, or shared by one of two or more persons or parties ; dealing with or affecting one side of a subject ; ONE-SIDED ⟨urged a ~ halting of nuclear bomb tests —T.A.Bailey⟩ **b** : constituting or relating to a contract or engagement by which an express obligation to do or forbearance is imposed on but one party ⟨as in a deed poll⟩ ⟨in a ~ simple contract, a promise is exchanged for an act or forbearance⟩ **2 a** : produced or arranged on or directed toward one side ; having dependent parts so oriented ⟨a ~ raceme⟩ ⟨~ flowers⟩ **b** : affecting or occurring in but one side of the body or a body part or organ **c** : pronounced with the oral passage open on one side of the tongue only — compare LATERAL 4 **3** : tracing descent through either the maternal or paternal line only ⟨a ~ clan⟩ — contrasted with *bilateral* **4** : having only one side; *specif* : being a *surface* on which a continuous path may be drawn from any point to any other point even to the exactly opposite point through the surface without entering the surface or crossing its border — compare MÖBIUS BAND **5** *of a machined part* : having for a nominal diameter the smallest or largest size that the specified tolerances permit — **uni·laterally** \ˈ=+\ *adv*

unilateral compound pitting *n* : *pitting* in plant cell walls in which one large pit occurs opposite two or more small pits in an adjacent cell

uni·lateralism \ˌyünə+\ *n* -S : the state of being unilateral

uni·lateralist \ˈ=+\ *adj* : UNILATERAL

uni·laterality \ˈ=+\ *n* : UNILATERALISM

unilateral system *n* : a system of tolerances and allowances applied to cylindrical mating surfaces having for its basis unilateral holes and involving measurement of the high and low limits of tolerance in one direction from the basic size

uni·lineal \ˌyünə+\ *adj* [*uni-* + *lineal*] : UNILATERAL 3

uni·linear \ˈ=+\ *adj* [*uni-* + *linear*] : progressing or unfolding in a linear manner ; developing in or involving a series of stages su. from the primitive to the more advanced ⟨~ *social evolution*⟩ ; involving such a trend (a ~ cultural sequence)

unilinear evolution *n* : EVOLUTION 6a

uni·lingual \ˌyünə+\ *adj* [*uni-* + *lingual*] : composed in or using one language only

uni·literal \ˈ=+\ *adj* [*uni-* + *literal*] : consisting of or involving one letter only

un·illuminated \ˌən+\ *adj* [*un-* + *illuminated*, past part. of *illuminate*] **1** : deficient in mental or spiritual enlightenment ; not lighted ; LIGHTLESS, DARK ⟨the ~ side of Mars —R.S. Richardson⟩

un·illuminating \ˈ=+\ *adj* : not providing light; *esp* : failing enlighten or clarify ⟨an ~ report⟩ — **un·illuminatingly** \ˈ=+\ *adv*

un·illusioned \ˈ=+\ *adj* : free from illusion — compare DISILLUSION

uni·locular \ˌyünə+\ *adj* [*uni-* + *locular*] : containing a single cavity

un·imaginable \ˌən+\ *adj* : not imaginable or comprehensible usu. because of the extreme degree at which some cogent factor exists ⟨~ privations⟩ ⟨intergalactic distances that are ~ to the lay mind⟩ — **un·imaginableness** \ˈ=+\ *n* — **un·imaginably** \ˈ=+\ *adv*

un·imaginative \ˈ=+\ *adj* : not imaginative: as **a** : deficient in creative or imaginative quality : PROSAIC ⟨~ development of a musical theme⟩ **b** : dealing or adapted to deal only with concrete facts : PRACTICAL ⟨the ~ calculating machine⟩ — **un·imaginatively** \ˈ=+\ *adv* — **un·imaginativeness** \ˈ=+\ *n*

un·imagined \ˈ=+\ *adj* [*un-* + *imagined*, past part. of *imagine*] : not imagined : not yet thought of : UNIMAGINABLE

uni·manual \ˌyünə+\ *adj* [*uni-* + *manual*] : of or relating to one hand ; executed with one hand

un·imitable \ˌən+\ *adj* [alter. (influenced by *un-*) of *inimitable*] *archaic* : INIMITABLE

uni·modal \ˌyünə+\ *adj* [*uni-* + *modal*] : having a single mode (a ~ statistical distribution) — **uni·modality** \ˈ=+\ *n*

uni·molecular \ˈ=+\ *adj* [*uni-* + *molecular*] : relating to or involving a single molecule or single molecular species : MONOMOLECULAR ⟨~ reaction⟩

un·impaired \ˌən+\ *adj* [*un-* + *impaired*, past part. of *impair*] : not damaged or made less ⟨an argument ~ by logic⟩ ⟨his speech remained ~⟩ ⟨emerged from the trial with ~ prestige⟩

un·impassioned \ˈ=+\ *adj* : not impassioned; *esp* : marked by calm reasonableness and free from purely emotional appeal ⟨an ~ discussion of the problem⟩ SYN see SOBER

un·impassionedly \ˈ=+\ *adv* : in an unimpassioned manner

un·im·peach·abil·i·ty \ˌənəmˌpēchəˈbilədē\ *n* : *the quality* or state of being unimpeachable

un·impeachable \ˌən+\ *adj* : not impeachable : not to be called in question : EXEMPT from liability to accusation : IRREPROACHABLE, BLAMELESS ⟨an ~ reputation⟩ ⟨information from an ~ source⟩ ⟨an easy and ~ literary style⟩ — **un·impeach·able·ness** \-əbəlnəs\ *n* -ES — **un·im·peach·ably** \-əblē\ *adv*

un·impeached \ˈ=+\ *adj* [*un-* + *impeached*, past part. of *impeach*] : not impeached; *also* : UNIMPEACHABLE

un·impeded \ˈ=+\ *adj* [*un-* + *impeded*, past part. of *impede*] : free from anything that impedes or hampers ⟨an ~ sweep of meadows and hills formed a peaceful setting⟩ ⟨~ demands⟩ — **un·im·ped·ed·ly** *adv*

un·implemented \ˈ=+\ *adj* [*un-* + *implemented*, past part. of *implement*] : not yet brought into effect ⟨an ~ trade agreement⟩

un·importance \ˈ=+\ *n* : the quality or state of being unimportant

un·important \ˈ=+\ *adj* : lacking in importance : TRIVIAL, MINOR, UNIMPRESSIVE — **un·importantly** \ˈ=+\ *adv*

un·imposing \ˈ=+\ *adj* : not imposing ⟨~ kindness⟩; *esp* : lacking in impressiveness

un·impregnated \ˌən+\ *adj* : not impregnated; *esp* : not inseminated

un·impressed \ˈ=+\ *adj* : not impressed: as **a** : bearing no impress **b** : not moved to serious regard

un·impressible \ˈ=+\ *adj* : not impressible; *esp* : lacking in *mental sensibility* or responsiveness

un·impressionable \ˈ=+\ *adj* : not sensitive or susceptible to impression : INSENSITIVE, UNYIELDING ⟨an ~ mind⟩ ⟨the ~ senses⟩

un·impressive \ˈ=+\ *adj* : not impressive — **un·impressively** \ˈ=+\ *adv* — **un·impressiveness** \ˈ=+\ *n*

un·improvable \ˈ=+\ *adj* : not improvable

unimproved *adj* [*un-* + *improved*, past part. of *improve* (to improve)] *obs* : not subjected to censure : UNIMPROVED

un·improved \ˌən+\ *adj* [*un-* + *improved*, past part. of *improve* (to better)] : not improved: as **a** *of land* : not tilled, built upon, or otherwise improved for use ; retained in the wild or natural state (a farm with 50 acres of improved and 68 acres of ~ land⟩ ⟨~ woodlands⟩ **b** : *not used or employed* advantageously or for valuable purpose ⟨opportunity ~ may become a source of repining⟩ **c** : not selectively bred for better quality or productiveness ; of the kind occurring in nature or as a result of chance interbreeding; *often* : being a scrub ⟨~ native cattle yielding little meat and less milk⟩ **d** *of a road* : lacking a hardened surface and usu. unsuitable for all year travel

un·incisive \ˈ=+\ *adj* : deficient in incisiveness

un·incorporate \ˈ=+\ *adj* **1** : UNEMBODIED **2** : UNINCORPORATED

un·incorporated \ˈ=+\ *adj* : not incorporated : lacking corporate status (an ~ village)

un·indifferent \ˈ=+\ *adj* : not indifferent; *esp* : lacking in impartiality : PREJUDICED — **un·indifferently** \ˈ=+\ *adv*

un·indorsed \ˈ=+\ *adj* [*un-* + *indorsed*, past part. of *indorse*, var. of *endorse*] : not indorsed; *esp* : lacking a formal written endorsement (an ~ check)

un·industrialized \ˌən+\ *adj* [*un-* + *industrialized*, past part. of *industrialize*] : not industrialized

un·industrious \ˈ=+\ *adj* : not industrious : LAZY — **un·industriously** \ˈ=+\ *adv*

un·infected \ˈ=+\ *adj* : free from infection

un·infectious \ˈ=+\ *adj* : incapable of causing infection

un·inflammable \ˌən+\ *adj* : not flammable : incapable of combustion — not used technically

un·inflected \ˈ=+\ *adj* : not inflected (an ~ voice) ⟨~ words⟩

un·influenced \ˈ=+\ *adj* [*un-* + *influenced*, past part. of *influence*] : not influenced

un·informed \ˈ=+\ *adj* : not informed; *esp* : lacking in knowledge, awareness, or information (the ~ public)

un·inhabitable \ˈ=+\ *adj* [ME, fr. *un-* + *inhabitable*] : not inhabitable : unfit for habitation

un·inhabited \ˈ=+\ *adj* [*un-* + *inhabited*, past part. of *inhabit*] : not inhabited ; UNOCCUPIED, VOID (a barren nearly ~ *country*); *esp* : not used as a regular dwelling place by human beings ⟨gaping doors of ~ houses⟩

un·in·hab·it·ed·ness *n* -ES : the quality or state of being uninhabited

un·inhibited \ˌən+\ *adj* : free from inhibition; *often* : boisterously informal ⟨a thoroughly ~ party⟩ — **un·in·hib·it·ed·ly** *adv*

un·initiate \ˈ=+\ *adj* [*un-* + *initiate*, adj.] : UNINITIATED

uninitiate \ˈ=\ *n* : one that is not initiated or that lacks relevant knowledge and experience : TYRO

un·initiated \ˌən+\ *adj* [*un-* *initiated*, past part. of *initiate*] : not initiated : deficient in relevant experience : INEXPERIENCED, GREEN

un·injured \ˈ=+\ *adj* [*un-* + *injured*, past part. of *injure*] : not injured

un·injurious \ˈ=+\ *adj* : doing no harm : incapable of causing injury (as to health) ⟨toys with ~ paints⟩

un·inked \ˈ=+\ *adj* [*un-* + *inked*, past part. of *ink*] : not inked : free from ink

uni·nodal \ˌyünə+\ *adj* [*uni-* + *nodal*] : having a single *node*

uni·nominal \ˈ=+\ *adj* [F, fr. *uni-* + *nominal*, fr. ML *nominalis* — more at NOMINAL] **1** : based on the principle of having only one member (as of a legislature) selected from each electoral district ⟨a ~ electoral system⟩ ⟨a ~ ballot⟩ — compare LIST SYSTEM, PROPORTIONAL REPRESENTATION, SINGLE-MEMBER DISTRICT **2 a** : having, relating to, or *consisting of* a single name or identifying term **b** : of, relating to, or constituting a system of nomenclature in which items have single names

un·inquiring \ˌən+\ *adj* : not inquiring; *esp* : deficient in curiosity

un·inspected \ˈ=+\ *adj* [*un-* + *inspected*, past part. of *inspect*] : not inspected

un·inspired \ˈ=+\ *adj* : not inspired; *esp* : deficient in originality of thought and development ⟨~ writing⟩ ⟨a perfunctory and ~ treatment⟩

un·inspiring \ˈ=+\ *adj* : not inspiring; *often* : unattractive and depressing to the spirit

un·instructed \ˈ=+\ *adj* : not instructed: as **a** : deficient in *knowledge* or enlightenment : IGNORANT ⟨the ~ masses⟩ **b** : not provided with instructions; *esp* : not directed how to vote (an ~ delegation)

un·insulated \ˈ=+\ *adj* [*un* + *insulated*, past part. of *insulate*] : not insulated

un·insurable \ˈ=+\ *adj* : not insurable; *esp* : too risky to be coverable by insurance

un·insured \ˈ=+\ *adj* [*un-* + *insured*, past part. of *insure*] : not insured

uninsured plan *n* : a usu. funded pension or retirement plan not providing for the guarantee of benefits by an insurance company — compare INSURED PLAN

un·integrated \ˈ=+\ *adj* : not integrated; *esp* : deficient in personality integration

un·integration \ˈ=+\ *n* : the quality or state of being unintegrated

un·intelligence \ˈ=+\ *n* : the quality or state of being unintelligent

un·intelligent \ˈ=+\ *adj* : lacking intelligence : DULL, SLOW, STUPID — **un·intelligently** \ˈ=+\ *adv*

un·intelligibility \ˈ=+\ *n* **1** : *the quality* or state of being unintelligible **2** : something that is unintelligible (depending too much on jargon and other *unintelligibilities* for effect)

un·intelligible \ˈ=+\ *adj* [*un-* + *intelligible*] : not intelligible ; difficult to comprehend ; OBSCURE — **un·intelligibleness** \ˈ=+\ *n* — **un·intelligibly** \ˈ=+\ *adv*

un·intended \ˌən+\ *adj* : not intended; *esp* : not deliberate

un·intentional \ˈ=+\ *adj* : not intentional — **un·intentionally** \ˈ=+\ *adv*

un·interest \ˈ=+\ *n* : a lack of means to stir interest ⟨the drab ~ of the town—T.H.Jones⟩

un·interested \ˈ=+\ *adj* [*un-* + *interested*, past part. of *interest*] : not interested: as **a** : having no interest and esp. no property interest in : not personally concerned **b** : *not having the mind or feelings* engaged : INATTENTIVE, APATHETIC SYN see INDIFFERENT

un·interestedly \ˈ=+\ *adv* : in an uninterested manner

un·interestedness \ˈ=+\ *n* : the quality or state of being uninterested

un·interesting \ˈ=+\ *adj* : not attracting interest or attention : DULL, BORING ⟨a very ~ account of her trip⟩ — **un·interestingly** \ˈ=+\ *adv* — **un·interestingness** \ˈ=+\ *n*

un·intermitted \ˈ=+\ *adj* [*un-* + *intermitted*, past part. of *intermit*] : not intermitted : CONTINUOUS — **un·in·ter·mitted·ly** *adv*

un·intermittent \ˈ=+\ *adj* : not intermittent

un·interpreted \ˈ=+\ *adj* [*un-* + *interpreted*, past part. of *interpret*] : not interpreted

un·interrupted \ˈ=+\ *adj* : not interrupted : CONTINUOUS — **un·interruptedly** \ˈ=+\ *adv* — **un·interruptedness** \ˈ=+\ *n*

un·intimate \ˈ=+\ *adj* : not intimate; *often* : distant or shy in social relationships

uni·nucleate \ˌyünə+\ *also* **uni·nuclear** \ˈ=+\ *adj* [*uni-* + *nucleate* or *nuclear*] : having a single nucleus

un·inventive \ˌən+\ *adj* : not *inventive* ; lacking powers of invention — **un·inventively** \ˈ=+\ *adv* — **un·inventiveness** \ˈ=+\ *n*

un·invested \ˈ=+\ *adj* : not invested (~ funds)

un·invited \ˈ=+\ *adj* [*un-* + *invited*, past part. of *invite*] : not invited

un·inviting \ˈ=+\ *adj* : not inviting; *esp* : not appealing to the senses

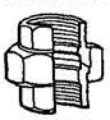
un·involved \ˈ=+\ *adj* : not involved

unio \ˈyünēˌō\ *n* [NL, fr. L, a large pearl — more at JUNION] **1** *cap* : the type genus of the family Unionidae comprising freshwater mussels that have an oblong shell nearly valved covered without by a greenish or blackish epidermis **2** *pl* **unios** \-ōz\ *or* **uni·on·i·des** \ˌ=ˈnīəˌdēz\ : any mussel of *Unio or a related* genus — **uni·oid** \ˈ=ˌȯid\ *adj*

unionular \ˌyünē+\ *adj* [*uni-* + *ocular*] : MONOCULAR

uni·o·la \ˌyüˈnīələ, ˌyünēˈō-\ *n*, *cap* [NL, fr. L, a kind of plant, prob. fr. *unio* oneness, unity, union] : a small genus of showy No. American perennial grasses having ample panicles of 2-edged spikelets of which the lowermost glumes are empty and including several that are valued as sand stabilizers — see SEA OAT

union \ˈyünyən\ *n* -S [ME, fr. MF, fr. LL *union-*, *unio* oneness, unity, union, fr. L *unus* one + *-ion-*, *-io* -ION — more at ONE] **1 a** : an act or instance of uniting or joining two or more things into one ; a bringing into intimate and usu. fixed association: as (1) : an associating of nonmaterial or abstract items ⟨a ~ of Latin and Nordic elements⟩ ⟨a gracious ~ of elegance and strength⟩ (2) : a uniting (as of groups, factions, people) into a coherent and usu. harmonious whole ⟨bring about the ~ of the troubled household⟩ ⟨arranged a ~ of the opposing factions in the church⟩ *esp* : the formation of a single political unit from two or more separate and independent units usu. through a surrender to the whole of the principal governmental powers of the parts or by the incorporation of separate entities into an already existing unit ⟨the ~ of Scotland and England took place on *May 1, 1707*⟩ (3) : a *consolidation* of benefices or churches (4) : a uniting in marriage; *also* : SEXUAL INTERCOURSE, COPULATION (5) : the growing together of severed parts (the ~ of a fractured bone) (6) : the conscious identification of one's will with that of divinity which constitutes the third and highest stage in mystical striving and in which the soul is held to have experimental knowledge of God — called *also unitive way* **b** : *the state* or result of being subjected to union ; a unified condition ; COMBINATION, FUNCTION ⟨exhibiting an excellent ~ of beef and milk qualities⟩ **2** *obs* : ONENESS **3** : something that is made one ; something formed by a combining or coalition of parts or members ; a consolidated body or group: as **a** : a confederation or league of independent individuals (as nations or persons) for some *common end or purpose* — see CUSTOMS UNION, LABOR UNION, POSTAL UNION **b** : a political unit constituting an organic whole formed usu. from previously independent units which have surrendered their principal powers to the government of the whole that may be the government of one of the units (as in the case of England and Scotland in 1707) or a newly created government (as of the U. S. in 1789) ⟨we, the *people of the United States*, in order to form a more perfect ~ —*U. S. Constitution*⟩ — compare CONFEDERATION, FEDERATION, LEAGUE **c** : a 19th century British governmental unit primarily for the administration of poor relief formed by uniting two or more parishes under a board of guardians — called *also poor-law union*; compare RURAL DISTRICT **d** *usu cap* : an organization on a college or university campus *providing facilities for* recreational, social, and cultural activities and sometimes dining facilities; *also* : the building in which such an organization is housed **e** : a union cloth **f** : a chemical combination : BOND 3e **g** : a plant society esp. when consisting of plants linked by common habit (an herbaceous perennial ~ within the grassewood-shad-scale association) **h** : the point of joining or state of being joined of stock and scion in a plant graft ⟨weak ~s may need to be bridged by mutually compatible intermediates⟩ **4 a** : a device emblematic of the union of two or more sovereignties borne on a national flag typically in the upper inner corner or constituting the whole design of the flag **b** : the upper inner corner of a flag : CANTON **5** : any of various devices for connecting machine or other parts: as **a** : the *elastic pipe* connecting a tender with the locomotive feed pipe **b** : a coupling for pipes or pipes and fittings designed to facilitate connection or disconnection — compare FLANGE UNION



pipe union, partly cut away

²union \ˈ\ *adj* **1 a** : of, relating to, dealing with, or constituting a union (as a labor union) ⟨~ affairs⟩ ⟨a ~ contract⟩ **b** *usu cap* : of, relating to, or being the side favoring the federal union in the U. S. *Civil War* ⟨*Union* troops⟩ ⟨a *Union* cavalry officer⟩ **c** (1) *of yarn* : spun from a mixture of two or more fibers (2) *of cloth* : having warp and weft threads of different fibers **d** *of a literary language* : artificially created by a selection of vocabulary and usages from related dialects or languages with the intent of serving all equally **2** : formed by union usu. of diverse elements (a ~ ticket in politics)

³union \ˈ\ *n -s* [*L union-*, *unio*, fr. *unus* one — more at ONE] *archaic* : a large pearl of exceptional quality and worth

⁴union \ˈ\ *usu cap* — a communications code word for the letter *u*

union calendar *n*, *usu cap U* : a legislative calendar of the U.S. House of Representatives listing all public bills for raising