

Third: That from the total appraised value of the aforesaid property shall be deducted the debts due and owing by the partnership, if any.

Fourth: That after the partnership debts are deducted, if any, as aforesaid, then the said appraisement shall be divided into two equal parts so as to determine my undivided one-half interest therein.

Fifth: That my brother, the said Oliver B. Wisotzkey, shall pay for my half interest the appraised value thereof, and shall have the right to pay for the same in ten equal payments: the first of said payments to be made within six months from the date of my death, and a like payment each six months thereafter until said purchase price is fully paid, or all cash at the option of my said brother.

Sixth: The payments to be made to my estate, if I should die intestate, otherwise to be paid to whomsoever I may direct by will.

In consideration of the premises and the mutual promises herein made, I, the said Oliver B. Wisotzkey, do hereby agree and covenant, for myself, my heirs and personal representatives, with the said John E. Wisotzkey, that in the event he survives me, then he shall have the right to purchase my one-half undivided interest in the store property situated at the Southeast corner of Main and Water Streets in said town of Thurmont, and also all my one-half undivided interest in the merchandise, stock in trade, fixtures and accounts receivable belonging to said partnership, upon the following terms and conditions, to-wit:

First: That the whole of said real estate, merchandise, stock in trade, fixtures and accounts receivable belonging to said partnership shall be inventoried and appraised at their then fair and reasonable value, by two capable and disinterested appraisers to be named by the said John E. Wisotzkey.

Second: That said appraisement shall include the fair and reasonable value of the interest of both partners in said real estate and personal property above mentioned.

Third: That from the total appraised value of the aforesaid property shall be deducted the debts due and owing by the partnership, if any.