

GEORGE M. CHAPLINE CHAPLINE BUILDING FREDERICK, MARYLAND

Agreement

This Agreement, made in duplicate this 11th day of Sept, 1951, by and between

and his wife, hereinafter called the "Vendors," and ROBERT S. BARRATT and Mildred C. BARRATT, his wife, hereinafter called the "Vendees."

Witnesseth: That the parties hereto do agree and promise as follows:

1. The Vendors do hereby sell, and the Vendees do hereby purchase, for the sum of Seventy eight thousand Dollars (\$78,000.00), of which amount check for Four hundred Dollars (\$500.00), shall be paid immediately on the execution of this agreement to George M. Chapline, Agent, the receipt of which is hereby acknowledged, and the residue of Seventy seven thousand five hundred Dollars (\$77,500.00), on the 7th day of October, 1951, at the office of G. M. Chapline, when and where the purchase shall be completed, all that lot or parcel of ground, together with the improvements thereon, and all the rights, ways, privileges and appurtenances thereto appertaining, situated at about 2 miles south of Urbani on the E. side of MS 740, and described as follows: 270 acres, more or less.

2. That the vendors shall prepare, or cause to be prepared, at their expense, a proper deed or other conveyance of the property and improvements thereon, which shall convey a good and marketable title, free and clear of all liens and encumbrances, which title is now vested in the vendors, signatories hereto, and none other, and shall deliver such deed or other conveyance or cause it to be delivered, to the vendee on the said 7th day of October 1951, at above address.

3. It is understood and agreed that the following fixtures shall be considered part of and attached to the real estate, and shall pass with the property: Electric Water system and Pipe lines in the barn; But not the kitchen sink or other drain equipment.

- 4. It is understood and agreed that all taxes and water rent shall be adjusted to the day of settlement mentioned herein.
5. The vendor/vendees agree to pay 5% commission on the total sales price herein mentioned to George M. Chapline, Agent, on the execution of these presents.
6. It is agreed by the parties hereto that the deposit or down payment mentioned in paragraph numbered 1 herein shall, in the event of non-performance by the vendee of any of the provisions of this contract be forfeited to the vendor.
7. It is understood and agreed that the vendor, in addition to the deed or other conveyance, shall bear the cost of Federal documentary stamps, and that all other costs of conveyancing shall be at the expense of the vendee.
8. It is understood and agreed that possession shall be retained by the vendors until the day of settlement.
9. The parties agree to the conditions on the reverse hereof.
10. It is understood and agreed that the provisions of this agreement shall be binding on the parties hereto and their respective heirs, assigns, and personal representatives.

WITNESS our hands and seals this day and year first above written.

Witness signatures: G.M. Chapline (Agent), Robert S. Barratt (Vendor), Mildred C. Barratt (Vendee). Includes 'SEAL' markings and 'Vendors'/'Vendees' labels.

Exhibit No. 1 Filed September 25, 1951

It is understood and agreed that the Vendee will be permitted to enter the property for the purpose of planting crops in season or to make repairs. Vendees accept responsibility for any damage or loss resulting from such work, to the property or chattles of the tenant.