

AGREEMENT OF SALE

"EXHIBIT "A"

Agreement made this 13th day of August, 1953 by and

between Roy H. Sorrells and Dorothy F. Sorrells of Frederick Co. as Owner and Seller and William M. Smith and Olivia G. Smith of Baltimore County, Md. as Buyer.

The seller agrees to sell and convey and the buyer agrees to purchase the following described real property with the buildings and improvements thereon, listed by the seller with the E. A. Strout Realty Agency, Inc., New York, N. Y.

at Tanoytown, Maryland as No. 381 and described approximately as follows: Along W/S of "Old Mechanicstown Road" about 7/10-mile south of "Orndorff Rd." and about 1-mile north of "Taddy Rd." adjoining the Joptha Harwood farm on West and North, in Thurmont District, Frederick County, Maryland and containing 11 acres of land, more or less and being the same property conveyed April 12, 1949 by deed of Chesapeake Conference Association of Seventh Day Adventists to Roy H. Sorrells and Dorothy F. Sorrells

and more fully described in the deed of said premises recorded on the 30th day of July, 1949 and the following described personal property:

Included in the sale of the property are four (4) venetian blinds, cabinet sink in kitchen and one "Frigidaire" electric table-top water heater.

Costs in the transfer to be divided between Seller and Buyer as follows:- SELLER to pay costs of Federal Revenue Stamps and preparation of the Deed. Buyer to pay the costs of title examination, State Stamps, and Recording of the Deed.

The price is \$6,300.00 Dollars payable as follows:

\$500.00 Dollars on the signing of this contract, the receipt whereof is hereby acknowledged;

\$6,300.00 Dollars in cash or certified check on the delivery of the deed as hereinafter provided.

IT IS FURTHER UNDERSTOOD that Seller hereby agreed to remove from the premises prior to final settlement all the junked automobiles and similar junk.

It is agreed and understood that the money for this agreement shall be held in escrow by Robert L. [Name]

Deed shall be delivered on the 13th day of September 1953 at 10:30 o'clock A.M. at the office of Strout Realty in the City of Tanoytown, Maryland Possession to be given by September 30, 1953

The deed shall be the usual Warranty () deed in proper short form for record and shall be duly executed and acknowledged by the seller, at the seller's expense, so as to convey the said premises to the buyer free of all encumbrances, except as follows:

and except [redacted] with the land and duly recorded, if any. All buildings, plumbing, heating, lighting fixtures, screens, storm sash, shades, blinds, awnings, shrubbery and plants are also included in the sale.

The risk of loss or damage by fire or the act of God until the delivery of the deed is assumed by the seller. Rents, interest on mortgage, taxes and fire insurance premiums, if any, are to be apportioned to the day of taking title.

IT IS UNDERSTOOD AND AGREED, that the property herein described has been inspected by the buyer or the buyer's duly authorized agent; that the same is and has been purchased by the said buyer solely as a result of said inspection and that there is no express or implied representation by the seller, or broker.

As a buyer of the property involved herein, I unconditionally guarantee the validity of, and promise to make negotiable, any bank check used by me as purchase money for this property, whenever said check is presented for payment.

It is understood and agreed by the seller that this sale was brought about by E.A. Strout Realty Agency, Inc., Home Office at 255 Fourth Avenue, New York City, through its local Associate.

Should the undersigned buyer fail to carry out this Agreement, all money paid hereunder shall, at the option of the seller, be forfeited to the seller as liquidated damages, subject to deductions of brokers' commissions and disbursements. Should the seller be unable to convey a marketable title subject to and in accordance with this agreement, the sole obligation of the seller to the buyer shall be to refund the buyer's deposit hereunder, and to reimburse buyer for this reasonable cost of title examination and upon such refund and reimbursement this agreement shall terminate and neither party shall have any further claims against the other by reason of this agreement and the lien, if any, of the buyer against the premises shall wholly cease.

The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

Signatures of Roy H. Sorrells, Dorothy F. Sorrells, William M. Smith, Olivia G. Smith and four witnesses.

*See Instructions Other Side 1413 Forest Park and Suite 7. Md. Rikun 7-4434

Filed February 24, 1959