

Agreement

This Agreement, made in duplicate this 22 day of February, 1963, by and between
JAMES EARL SUMMERS
and Richard E. Summers, his wife,
hereinafter called the "Vendors" and John D. White
and Irene G. White, his wife, hereinafter called the "Vendees."

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

1. The Vendor do hereby sell, and the Vendees do hereby purchase, for the sum of
one thousand Dollars (\$ 1,000.00)
of which amount check for one thousand Dollars (\$ 1,000.00),
shall be paid immediately on the execution of this agreement to Null, Incorporated, Agent, the receipt of which is
hereby acknowledged, and the residue of nineteen thousand
Dollars (\$ 19,000.00) on or before the 1st day of
April, 1963, at the office of Null, Incorporated or Farmers and Merchants
Bank, 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
the side of Rte. 40, approx. 1 mile n. of U. S. 40 and 40A, and described as follows:
Intersection near Frederick, Md.

Two story brick dwelling, barn and other outbuildings situated on
approximately five acres of land, to be described by accurate description.
If a survey be considered desirable by buyers, they agree to pay up
to the first one hundred dollars (\$100.00) toward the cost thereof,
with the sellers paying any balance.

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 or before the said 1st day of
April, 1963.

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:
It is understood by the parties hereto that this sale must be
reported to and ratified by the Orphans Court of Frederick County.
The parties of the second part, Vendees, shall not be required to
accept title until this sale has been so reported and ratified. If
this sale is not so ratified the Vendors agree to return the
deposit of one thousand dollars mentioned herein.

- 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 agrees to pay % commission on the total sales price herein mentioned to Null, Inc., 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:

Mary Ann Hylton
Mary Ann Hylton

Mary Ann Hylton
Mary Ann Hylton

Richard E. Summers (SEAL)
Richard E. Summers

John A. Summers (SEAL)
John A. Summers Vendors

John D. White (SEAL)
John D. White

Irene G. White (SEAL)
Vendees Irene G. White

Filed July 31, 1963