

Agreement

This Agreement, made in duplicate this 12 day of May, 1964 by and between Mrs. Michael R. Rogowsky and his wife, hereinafer called the "Vendors," and Carlotta Hays and 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 Thirty-Two Thousand Dollars (\$ 32,000.00), of which amount check for Three Thousand-Eight Hundred Dollars (\$ 3,800.00), 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 Twenty-Eight Thousand-Two Hundred Dollars (\$ 28,200.00) on or before the day of 19, at the office of Null, Incorporated or as designated, 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 Palmer Road, and described as follows:

This property consists of approximately 160 acres with a dwelling, bank barn and other miscellaneous farm buildings. Being all and the same real estate conveyed to Michael R. Rogowsky by deed dated May 23, 1959, and recorded in Liber 619, Folio 270 of the Frederick County Land Records.

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 day of 19.

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:

Settlement shall be held within thirty (30) days of the final ratification of this sale by the Circuit Court of Frederick County, Maryland

- 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/vendee 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:

Ruth Ann Rogowsky (SEAL)
Mrs. Michael R. Rogowsky

Vendors

Linda L. Thompson
Linda L. Thompson

Carlotta Hays (SEAL)
Carlotta Hays

Vendees

Filed November 20, 1964