

THIS AGREEMENT, made and executed in duplicate this December day of 1968, by and between Delores E. Shock (Committee for Frank Shock, subject to ratification by the Circuit Court.), his wife hereinafter called the Sellers,

and Carroll K. Stottlenger and _____ his wife, hereinafter called the Purchasers.

WITNESSETH: That for and in consideration of the mutual stipulation and agreement herein contained, the Sellers do hereby sell and the said Purchasers do hereby buy of and from the said Sellers, all parcel of land lying and being in Frederick County, Frederick City Election District, State of Maryland,

Lot # 460

Folio # 597

324 Park Avenue

together with the buildings and improvement thereon, and all the rights, ways, easements and appurtenances thereunto belonging or in anywise appretaining, including Kitchen Stove refrigerator, screens, storm doors and windows, t. v. antenna

Being all and the same real estate conveyed unto the Sellers by _____ and _____ his wife, by deed dated the _____ day of _____ 19____, and recorded in Liber _____ Folio _____, one of the Land Records of _____ County, State of _____

The price of said property is the sum of \$ 14,750.00 of which amount the sum of \$ 500.00 is paid upon execution of this contract,

the receipt of which is hereby acknowledged; the balance to be paid on or before the 16th day of January, 1968, at which time possession of the premises shall be given to the said Purchasers, subject to the rights, if any, of the tenant thereon: notice to vacate the premises having been served upon the tenant, on the date of or prior to the execution of this contract.

It is understood and agreed by and between the parties hereto, that the said Sellers shall furnish to the said Purchasers a fee simple deed conveying a good and merchantable title, free and clear of liens and encumbrances, to the premises herein sold, upon the payment of the balance of the purchase price as hereinabove provided, which payment the said Purchasers agree to make. It is understood and agreed by and between the parties hereto that in the event the Sellers are unable to furnish deed as aforesaid, the payment made upon execution of this contract as part of the purchase price shall be returned to the said Purchasers.

It is agreed by the Sellers of this contract that they covenant and agree that the premises described herein is adequately insured in a good and reliable Insurance Company for FIRE and EXTENDED COVERAGE of said property, that the risk of loss or damage to said premises or property by fire or the act of GOD until the delivery of the deed to the said Purchasers, will be assumed by the said Sellers.

It is agreed by and between both parties of this agreement that the State, County and City Real Estate taxes, water rent and other public assessments shall be prorated between the parties hereto as of the date of final settlement.

It is agreed that the Sellers will pay for writing of the deed, and furnish the Federal Revenue Stamps requisite for the deed, and the Purchasers agree to furnish the requisite State Stamps for the deed and pay all recording cost in connection with the conveyance of said Real Estate.

It is further agreed that if, for any reason other than the failure of the Sellers to deliver a good marketable, fee simple title to the said premises, the said Purchasers shall default in compliance with the terms of this agreement of sale, and it is agreed that the intial payment of - \$ 500.00

shall be forfeited and equally divided between the said Sellers and the Real Estate Broker as liquidated damages for the breach of said agreement of sale, and compensation for the latter's service for effecting the sale.

That the Sellers hereby agree that the office of RUSSELL Z. NORMAN, BROKER, brought about the sale and agree to pay said office 5 % of the selling price, as Broker's commission. 50 / 50 split with John D. Bowers, Inc.

This contract is contingent upon the Purchasers' ability to obtain financing. If financing is not obtained, this contract shall become null and void, and the deposit returned without interest, damages or costs. First deed of trust to be in the amount of \$4,000.00 at the rate of 6 1/2% due over a ten (10) year period.

WITNESS our hands and seal the day and year first above written

WITNESS:

Lois S. Brubaker
Lois S. Brubaker

[Signature]

Delores E. Shock Committee (SEAL)
for Frank C. Shock (SEAL)
SELLERS

Carroll K. Stottlenger (SEAL)
Patricia J. Stottlenger (SEAL)
PURCHASERS

EXHIBIT A

Filed Recording 24, 1968
No. 21,932 County