

No. 22560 Equity  
Contract of Sale - Warfield

APPROVED BY THE FREDERICK COUNTY BOARD OF REALTORS

BOOK

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CONTRACT OF SALE

EMMERT R. BOWLUS, Realtor  
EDWARD FARNSWORTH, Realtor  
W. Church St. Frederick, Md.

THIS AGREEMENT OF SALE, made this 3rd day of January, 1969, 1964, by and between Chas. R. Anders, Executor or Trustee, and or his appointed Agent, Seller whose address is \_\_\_\_\_ and William Carr Warfield, Purchaser, whose address is Box 67, Mt. Airy, Md.

Witnesseth, that the Seller does hereby bargain and sell unto the said Purchaser, and the latter does hereby purchase from the former, the following described property, situate in Frederick City, Frederick County, Maryland and designated as 16 East 13th St. vis.

Being all and the same real estate described in a deed from Russell A. Crocker, et. al. to Ida B. Anders, March 16, 1960 and described as Lot # 4 in Area "C" on a Plat of Staley Addition recorded in Plat Book # 3, Folio 29 and containing about 7,500 sq. ft. of land, More or less, said deed being recorded in Liber 634, Folio 62 of land records of Frederick County, Maryland and the improvements thereon. with improvements thereon known as 16 East 13th St. Brick one story with basement. (including heating, plumbing and lighting fixtures, stove and refrigerator, cupboards, screens, storm doors and windows, venetian blinds, shades, no others, and all trees, shrubs and plants: as now installed on the premises, except as follows: no-ex

at and for the price of Nineteen Thousand, Five Hundred Dollars (\$19,500.00) of which One Thousand Dollars (\$1,000.00) have been paid in the form of a deposit

prior to the signing hereof, and the balance to be paid as follows: \$18,500.00 in cash upon ratification of the Orphans Court or the Circuit Court, if legally necessary.

Settlement to be on or before April 1, 1969, or upon ratification, if prior to that date.

And upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the expense of the Seller, which shall convey the property to the purchaser. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use & occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

If the Purchaser shall fail to make settlement as herein agreed, the deposit herein provided for may be forfeited at the option of the seller; in the event of any such forfeiture of the deposit, the Realtor shall be entitled to one-half after Realtors expenses are deducted thereof as a compensation for his services, said amount not to exceed the full commission as hereafter specified.

Rent, water rent, taxes (including charges for sewer and water, if any) and all other public charges on an annual basis against the premises shall be apportioned as of date of settlement, at which time possession shall be given, unless otherwise agreed upon herein. Purchaser shall pay for all other recording costs. Seller shall provide deed and pay for federal revenue stamps.

It is agreed that the Seller shall cause the fire and casualty insurance policies now in force on the above described property to be endorsed at once so as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this contract; the amount of fire insurance now in effect is \$ \_\_\_\_\_ The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators, or assigns; that this contract contains the final and entire agreement between the parties hereto, and that they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained; time being of the essence of this agreement.

The Seller recognizes Emmert R. Bowlus, Realtor as the Realtor negotiating this contract and agrees to pay to said Realtor brokerage fee for services rendered amounting to Five % of the sales price, and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and payable to Realtor. The entire deposit shall be held by the Realtor as agent for Seller in a special agency account until settlement hereunder is made.

Miscellaneous provisions: Sale is predicated upon time to complete ratification by the Orphans Court, or The Circuit Court, if necessary, and clearance of Notice to Creditors. Property to be deeded to William Carr Warfield, or same and wife, as so designated. Taxes and water rents to be adjusted to date of settlement.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Executed in Triplicate

Adolph P. White (Witness - as to Seller's Signature)
Charles R. Anders, Jr. (Executor of The Estate of Ida E. Anders)
Adolph P. White (Witness - as to Seller's Signature)
Charles R. Anders, Jr. (Trustee U/W of Ida E. Anders)
George C. Stauffer (Witness - as to Buyer's Signature)
William Carr Warfield (Buyer's Signature)
George C. Stauffer (Witness - as to Buyer's Signature)
William Carr Warfield (Buyer's Signature)

Handwritten notes and date: 1/15/69