



APPROVED BY THE FREDERICK COUNTY BOARD OF REALTORS

CONTRACT OF SALE

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

THIS AGREEMENT OF SALE, made this 11, day of November 1969, 1964, by and between Charles R. Anders, Jr., Trustee in the Estate of Ida B. Anders, Seller whose address is 211 North Orchard Street, Northfield, Minnesota 55057 and John H. Shoemaker and Elizabeth V. Shoemaker, his wife, Purchaser, whose address is 427 South Market Street, Frederick, Maryland 21701

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, Frederick County, Maryland.

viz. Being all that real estate with improvements thereon and being located at 425 South Market Street, Frederick, Maryland, and being all and the same real estate conveyed unto Charles R. Anders and Ida B. Anders, his wife (Both now deceased) from William H. Koontz and Barbara M. Koontz, his wife, by a deed dated September 22, 1944 and being recorded in Liber 144 Folio 22. with improvements thereon known as nullian. (including heating, plumbing and lighting fixtures, stove and refrigerator, awnings, screens storm doors and windows, venetian blinds, shades, No exceptions, and all trees, shrubs and plants: as now installed on the premises, except as follows: No exceptions

at and for the price of Seven thousand Dollars----- Dollars (7,000.00) of which Five hundred----- Dollars (500.00) have been paid in the form of Down Payment prior to the signing hereof, and the balance to be paid as follows: \$6,500.00 in cash on final day of settlement.

Settlement to be on or before January 2, 1970. 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 recording taxes.

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 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 pay same 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: Seller or their Attorney to serve vacancy notice to present tenant to vacate property; notice to be served prior to November 28, 1969. Seller also to advise tenant to remove old car and miscellaneous items owned by them from property. This contract is subject to title being approved by Attorney for purchasers in accordance with last will and testament of Ida B. Anders and Trustee assumes no liability for defective title. Documentary Stamp and Transfer Tax to be paid by purchasers.

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

Executed in duplicate. Judy Stinson Witness - as to Seller's Signature. Charles R. Anders, Jr. Seller's Signature (SEAL) Trustee

Witness - as to Seller's Signature. George C. Stauffer Witness - as to Buyer's Signature. John H. Shoemaker Buyer's Signature (SEAL)

George C. Stauffer Witness - as to Buyer's Signature. Elizabeth V. Shoemaker Buyer's Signature (SEAL)

Exhibit 7 dated December 18, 1969