BOOK 34 PAGE 805

MT. AIRY REALTY, [redacted].

220 SOUTH MAIN STREET MT. AIRY, MARYLAND 21771 829-2929

SALES AGREEMENT

1. RECEIVED FROM Carl J. Vaslak, Jr. and Eunice D. Vaslak 4-29, 1974
a deposit of five hundred Dollars ($500.00)
in the form of check to be applied as part payment of the purchase of Lot ~~in Block~~
78 Acres subject to existing lease for ~~[illegible]~~ Frederick County, Md., with improvements thereon (including heating, plumbing and lighting fixtures, stove and refrigerator, awnings, screens, storm doors and windows, venetian blinds, shades, all trees, shrubs and plants, as now installed on the premises) address known as
Old Frederick Rd. nr. Rt. 15, Emmitsburg, Md. upon the following terms of sale:
Total Price of Property seventy-eight thousand Dollars ($78,000.00);
The Purchaser agrees to pay twenty-eight thousand Dollars ($28,000.00) cash at the date of conveyance, of which sum this deposit shall be a part.

2. The Purchaser is to _____ a _____ first deed of trust secured on said premises of $_____ due _____ and bearing interest at the rate of _____ per cent per annum, payable _____ ($_____) per month, plus one-twelfth of annual taxes and insurance, if required by lender.

(If this contract provides for the assumption of a loan, it is understood that the balance set forth above is an approximate balance.)

3. The balance of deferred purchase money amounting to $50,000.00 is to be secured by a first deed of trust on said premises to be paid in monthly installments of $422.83 or more, at maker's option including interest at the rate of 8 per cent per annum, each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining and the balance thereof credited to principal, which deed of trust the Sellers agree to accept as a part of the purchase price. In case of default in any payment, the entire amount then remaining unpaid, shall immediately become due and payable. Trustees in all deeds of trust are to be named by the parties secured thereby.
for 15 years
Buyer shall have the option to pay off full amount, without penalty, in less than 15 years, ~~but not before 5 years~~. CJV EDV

4. TITLE. The property, including the aforesaid chattels, is sold free of encumbrance except as aforesaid. Title is to be good and merchantable, subject, however, to covenants, conditions and restrictions of record, if any; otherwise the deposit is to be returned and sale declared off at the option of the Purchaser, unless the defects are of such character that they may be remedied by legal action within a reasonable time, but the Seller and Agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense, whereupon the time herein specified for full settlement by the Purchaser will thereby be extended for the period necessary for such prompt action.

5. COSTS. Property is to be conveyed in the name of Carl J. Vaslak, Jr. and Eunice D. Vaslak and the Purchaser hereby authorizes the undersigned Agent to order the examination of title and the preparation of all necessary conveyancing papers through James Martin ~~Settlement to be arranged before hand~~ Attorney, and agrees to pay the settlement charges in connection therewith, tax certificate, transfer tax, conveyancing, notary fees, survey where required, state revenue stamps, if any, all recording charges, except those incident to clearing existing encumbrances including those for any purchase money trust; provided, however, that if upon examination the title should be found defective and it is not remedied as aforesaid, the Seller hereby agrees to pay any above-mentioned costs incurred and also to pay to the Agent herein the brokerage fee hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with. CJV EDV

6. SETTLEMENT. Within 30 days from date of acceptance hereof by the Seller, or as soon thereafter as a report of the title can be secured if promptly ordered, and/or survey, if required, and/or Government-insured loan, if used, can be processed, if promptly applied for, the Seller and Purchaser are required and agree to make full settlement in accordance with the terms hereof. If the Purchaser shall fail to make full settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder unless the Seller notifies the Purchaser and the Agent in writing within 30 days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this contract. In the event of the forfeiture of the deposit, the Seller shall allow the Agent one-half thereof as a compensation for his services, said amount not to exceed the amount of the full brokerage fee.

7. Settlement is to be made at the office of the Attorney, or the Title Company searching the title. Deposit with the Attorney or with the Title Company, of the cash payment as aforesaid, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof. It is agreed that, if required, funds arising out of this transaction may be used at settlement to pay off any existing encumbrances.

8. ADJUSTMENTS. Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes, if any, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission or a local government, annual benefit charges of said Commission or local government are to be adjusted to date of transfer and assumed thereafter by Purchaser.

9. Seller agrees to execute and deliver a good and sufficient special warranty deed, and to pay for Federal revenue stamps on the deed.

10. The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the Seller.

11. FHA GUARANTEED LOAN. The provisions of this paragraph apply only when the Purchaser is buying with an FHA guaranteed loan. It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than $_____, which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. This contract subject to FHA and lender's approval.

12. VETERANS ADMINISTRATION GUARANTEED LOAN. In the event that the buyer, who is purchasing the property, is a Veteran and is using a Veterans Administration Guaranteed Loan, it is understood that this contract is contingent on the approval of the house and the buyer by the Veterans Administration and the Lending Institution. If the aforesaid approval is not obtained it is expressly agreed that he shall be refunded his deposit, and the contract shall be null and void.

13. Purchaser on FHA or VA guaranteed loans agrees to make application immediately and file all necessary papers that are required of him to complete processing and agrees that his failure so to do shall give the Seller the right to forfeit the deposit.

14. Both Purchaser and Seller agree to pay FHA or VA closing costs, on FHA and VA guaranteed loans, and agree to comply with FHA or VA requirements, where applicable.

15. If a new FHA or VA loan is to be placed under this contract, the Purchaser agrees to pay a loan placement fee of 1% of the principal sum of the loan, and the Seller agrees to pay a loan placement fee of ____% of said loan. These loan placement fees are based on the present mortgage money market and it is further agreed that the Seller will comply with any reasonable change in said loan placement fee at the time of settlement provided said change is due to a change in the mortgage money market.

16. POSSESSION. Seller agrees to give possession and occupancy at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by sufferance of the Purchaser and hereby waives all notice to quit, as provided by the laws effective in the State of Maryland. Seller agrees to leave premises free and clear of trash and debris, and the mechanical equipment in operating condition.

17. Special provisions on the reverse side hereof, bearing the signatures of all parties concerned, are hereby made a part of this contract.

18. All notices of violations of orders or requirements noted or issued by any county or local authority, or actions in any court on account thereof, against or affecting the property at the date of settlement of this contract, shall be complied with by the Seller, and the property conveyed free thereof.

MT. AIRY REALTY, [redacted].

19. AGENCY. The Seller recognizes ..... as the Agent(s) negotiating this contract and agrees to pay a brokerage fee for services rendered amounting to 6% of sales price, same to be due and payable upon the signing of this Contract, and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of the sale and pay same to Agent(s). The entire deposit shall be held by the Agent(s) until settlement hereunder is made, to conform with recommendations of the Real Estate Commission of Maryland.

20. The Agent(s) hereby agrees to the within brokerage fee provisions and acknowledges receipt of the above deposit but assumes no responsibility for the condition of the property or for the performance of this contract by any or all parties hereto.

Elizabeth M. Young — Salesman

MT. AIRY REALTY, [redacted]. By James A. Martin — Broker or Sales Manager

21. The principals to this contract mutually agree that it shall be binding upon them, their and each of their respective heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written not herein contained. This contract has been executed in 4 copies.

22. We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

Wilmurda Young — Seller
Carl J. Vaslak, Jr. — Purchaser
Eunice D. Vaslak — Purchaser
_____ Seller
_____ Purchaser

Date of Acceptance May 1, 19 74

_____ (Address of Purchaser) (Phone)

Glenwood King No. 25,107 Equity
Exhibit No 2 Filed Sept 18, 1974