

BOOK 35 PAGE 940
Standard Contract of Sale

The Carroll County Board of Realtors

This is a Legally Binding Contract; If Not Understood Seek Competent Advice

This Agreement of Sale, made this 17 day of September
nineteen hundred and seventy two, between Herbert M. Johnson, Minor and
Herbert M. Johnson, Father, and Lorraine Johnson, Mother of Minor Seller, and
James William Cole and Joice Marie Cole, his wife Buyer.

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter
does hereby purchase from the former the following described property, situate and lying in New Market
election district of Frederick County, Maryland, consisting of 22,500 square foot
more or less, all being in fee simple, hereinafter referred to as "subject property".
"Subject property" is located on the Bartonville Road and the road takes about 2,500
square feet of the property, leaving 20,000 square feet to use as a building lot.
"Subject property" is recorded among the land records of Frederick County in Liber
699, Folio 2678a. THIS CONTRACT CONTINGENT UPON THE FOLLOWING: 1. Buyer getting the
ground tested and approved for percolation by Frederick County. Buyer pays for all cost.
2. Buyer having the well approved by Frederick County. Buyer pays for all cost.
3. Lot being approved to put a Mobil home on, by the Frederick County Planning and
Zoning commission. (1, 2 and 3 of the above contingencies must be obtained in writing
by September 29, 1972, by the Buyer. Cont. on other side
at and for the price of THREE THOUSAND FIVE HUNDRED DOLLARS

..... Dollars (\$ 3,500.00)
of which FIVE HUNDRED DOLLARS Dollars (\$ 500.00)
have been paid prior to the signing hereof, and the balance of THREE THOUSAND DOLLARS
..... Dollars (\$ 3,000.00)

to be paid as follows: in cash at settlement. Settlement to be on November 17, 1972 or
before by mutual consent of all parties.

AND upon payment of the balance due as aforesaid, Seller(s) shall execute a good and merchantable deed conveying said
property unto said Purchaser(s), in fee simple, free and clear of any and all liens or encumbrances. If such deed cannot be
given, Seller(s) agree to refund any payments made to them or their agent by Purchaser(s).

It is agreed that all rent, taxes and all other public charges against the premises shall be apportioned as of date of settle-
ment, at which time possession shall be given; and the said parties hereby bind themselves, their heirs, executors, administrators,
successors and assigns, for the faithful performance of this agreement.

The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given.
It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed
as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this
Contract.

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 or representations not herein written. Cost of all documentary stamps, required by law, re-
cordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto. Other usual and or-
dinary expenses of transfer and recording shall be paid by Purchaser.

The Seller recognizes _____, Realtor, as the listing
broker negotiating this contract and agrees to pay said Realtor a brokerage fee for services rendered to _____% of the sale
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 said Realtor.

Witness the hands and seals of the parties hereto the day and year first above written.
WITNESS AS TO SELLER'S SIGNATURE x Herbert M. Johnson - minor (SEAL)
WITNESS AS TO SELLER'S SIGNATURE x Lorraine Johnson - mother (SEAL)
WITNESS AS TO BUYER'S SIGNATURE James William Cole (SEAL)
WITNESS AS TO BUYER'S SIGNATURE Joice Marie Cole (SEAL)
SEE REVERSE SIDE WHICH IS A PART HEREOF
PETITIONERS' EXHIBIT NO. 4