

This Agreement of Sale, made this _____ day of September _____ nineteen hundred and seventy six _____, between Virginia M. Creed, by her lawful attorney, Eugene Creed (Power of Attorney recorded among the land records of Frederick County) _____ Seller, and Andrew D. Arnold and Janet D. Arnold, his wife _____, Buyer.^{S-}

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~~ on the east side of the public road known as the Boulevard at Braddock Heights, in Frederick County, State of Maryland (it being the road leading from Maryland Avenue in a southerly direction towards the group of buildings known as Lindobona), and being designated as Lot No. 12 on Plat A of the Braddock Building and Development Company, which plat is duly recorded in Plat Book T.H., Folio 3, one of the records in the Office of the Clerk of the Circuit Court for Frederick County, being more particularly described as follows:

BEGINNING for the same at a point in the center of said public road where the dividing line between Lots No. 11 and No. 12 intersects the center thereof and running thence with the center of said road South 16° 18' 30" West, 100 feet, thence South 73° 41' 30" East, 200 feet to a twenty foot alley thence with the western margin of said alley North 16° 18' 30" East, 60 feet to the dividing line between Lots No. 11 and No. 12; and thence with said dividing line North 73° 41' 30" West, two feet, more or less, to the first mentioned place of beginning.

at and for the price of Twenty Four Thousand and Ninety _____ Dollars (\$24,090.00) of which One Thousand _____ Dollars (\$ 1,000.00) have been paid prior to the signing hereof, and the balance to be paid as follows: in full at _____ the time of settlement.

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 Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division 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.

Ground rent, rent, water rent, taxes, (including Metropolitan District 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; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

The herein described property is to be held at the risk of the Seller except as to damages arising from accidental fire or other insurable casualty until legal title has passed or possession 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 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; time being of the essence of this Agreement. Cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions to

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

WITNESS - AS TO SELLER'S SIGNATURE

WITNESS - AS TO BUYER'S SIGNATURE

Eugene Creed (SEAL)
Buyer's _____ (SEAL)
Janet D. Arnold (SEAL)

COMPLAINANT'S EXHIBIT #5