

Lots 1 and 3, Deer Spring Farms. The parties intended to construct residential dwellings on said lots for sale to the public. The parties intended to, and, in fact did operate as a partnership in the said venture of construction and sale of homes to the public.

4. That at the time the Plaintiff and Defendant purchased Lot 2, they intended to build a residence thereon and reside therein; that they jointly executed a purchase money mortgage to Deer Spring Farms, Inc. dated June 25, 1975 and recorded in Liber 963, folio 483, one of the Land Records for Frederick County.

5. That at the time the parties purchased Lots 1, 3, and 18 they jointly executed a purchase money mortgage to Deer Spring Farms, Inc. in the amount of Thirty-Nine Thousand Six Hundred Ninety-Six Dollars and Two Cents (\$39,696.02) recorded on January 23, 1974 in Liber 930, folio 921, one of the Land Records for Frederick County.

6. That the parties jointly executed a mortgage to the First Federal Savings and Loan Association of Hagerstown in the amount of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) which was recorded on June 25, 1976 in Liber 963, folio 483, among the Land Records of Frederick County, for the purpose of obtaining a loan for the construction of a residence on Lot 2; that a home was partly constructed on Lot 2 where the parties to this action resided until June, 1977, when of her own accord Nancy Winpigler left and has not returned to live although she has never been denied free access or the enjoyment by the Defendant.

7. That Charles Melvin Shoemaker has advanced considerable sums of money to the partnership in good faith and for the permanent benefit and improvement of the property, for which he is entitled to be reimbursed as more fully set forth below:

A. He has paid off the purchase money mortgage on Lot 2 in the amount of approximately Fourteen Thousand Four Hundred and Seventy Dollars (\$14,470.00), including principal and interest.