Upon passage of title, Seller agrees to deliver possession of the premises, ~~clean of debris, and with all heating, electrical and mechanical fixtures and equipment in operating condition~~.

The risk of loss or damage to said property by fire or other casualty until time of settlement is assumed by the Seller.

The principals to this contract mutually agree that it shall be binding upon them, their heirs, personal representatives, successors and assigns, 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; time being the essence of this agreement.

The Seller recognizes _____, REALTOR, _____ as the REALTOR negotiating this contract and agrees to pay a brokerage fee for services rendered amounting to _____% of sales price. 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 REALTOR.

Witnesseth, that the Seller does hereby bargain and sell unto the said Purchaser and the Purchaser does hereby purchase from the Seller the above described property and that we the undersigned do hereby ratify, accept, agree and acknowledge the above, to be our contract of sale.

This contract has been executed in 3 copies.

Date of acceptance April 8, 1980, Time 3:30 PM

Robin S. Rohr — James V. Carrow
WITNESS — PURCHASER

WITNESS — PURCHASER

Robin S. Rohr — Ernest R. Holter, Trustee in #28,539 Equity
WITNESS — SELLER

WITNESS — SELLER

SELLERS ADDRESS

Special provisions on the reverse side hereof, if any, are hereby made part of this contract.

The property described herein is sold subject to the approval of sale by the Circuit Court for Frederick County.