

without conditions unsatisfactory to Purchaser, or such other date prior thereto as they shall mutually agree upon. Time is of the essence of this provision.

5. TITLE.

The property is sold free of encumbrance, except as stated herein. Title is to be good of record, merchantable and insurable including without limitation the survey at filed rates, 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 is hereby expressly released from all liability for damages by reason of any defect in 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. Title shall be conveyed in the names of Seller, Peter Stadler and Janet Stadler, and such other members of their family as they shall designate at time of settlement.

6. PERFORMANCE.

Settlement is to be made at the office of an attorney of the Purchaser's selection. Delivery to the attorney selected for settlement or to Ralph L. Gastley, Jr., Esquire, 129-2 West Patrick Street, Frederick, MD 21701 of the cash payment and settlement costs as herein stated, the executed deed of conveyance, and such other papers as are required of either