THIS AGREEMENT, made in duplicate this sixth day of January, in the year Nineteen Hundred and Seventeen, between Royal J. Smith and Cora Smith, his wife, Charles A. Smith and India Smith, his wife, Maud A. Smith, Walter Smith, Clara E. Clary and Maurice E. Clary, her husband, Minnie Minniek and Elmer Minniek, her husband, D. Eggar Smith, and Mrs. Annie Burgess, as Guardian of Lavina Smith, infant, for and on behalf of said infant, all of Carroll County, in the State of Maryland, hereinafter called the Vendors, of the one part; and John L.S. Aldridge of Frederick County, in the State of Maryland, hereinafter called the Purchaser, of the other part.

WITHESSETH: THAT the said Vendors hereby agree to sell to the Purchaser, who agrees to purchase, for the sum of Eight Hundred Dollars (\$800.00), the property of the said Vendors, situate in the Town of Mt.Airy, Frederick County, Maryland, and being that parcel of land conveyed by Agnes V.McClell and and John W.McClelland to Laura E.Smith, wife of W.E.T.Smith, by deed dated February 24th, 1890, and recorded among the Land Records of Frederick County in Liber D.H.H.No.1, folio 598, and therein particularly described.

TOGETHER with the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges and appurtenances thereto belinging; which said premises are sold and purchased uopn and subject to the following terms and stipulations, namely!-

- (1) That the said Purchaser will upon the execution of this Agreement pay unto Royal J.Smith, one of the Vendors aforesaid, the sum of Fifty Dollars (\$50.00), which said sum of Fifty Dollars (\$50.00) is to be repaid said Purchaser upon failure of the Circuit Court of Frederick County to enter a decree ratifying and confirming this sale.
- (2) That the said Purchaser will, upon the entering of the decree ratifying and confirming this sale and the execution and delivery to him of a good and sufficient deed, conveying agood and marketable title in fee simple to said premises, free, clear and discharged of all liens and encumbrances pay seven Hundred and Fifty Dollars (\$750.00) balance of the purchase money to the Trustee appointed under said decree.
- (3) That the taxes for the levy of 1916 shall be apportioned to the day of the delivery of the deed.
- (4) That the deed for said premises shall be prepared by and at the expense of the Purchaser, and seant to the TRustee aforesaid.
- (5) That if any obstacle or difficulty shall arise in respect to the title, the completion of the purchase or otherwise, the Vendors shall be at full liberty, at any time, to about this contract.
 - (6) All personal property on the premises is expected from the terms of this Contract.

(O) MALE POUR POUR POUR POUR POUR POUR POUR POUR		•
Witness:-	Royal J.Smith	(Seal)
Jas.H.Steele. As to	Cors Smith	(Seal)
	Charles A. Smith	(Seal)
	India Smith	(Seal)
	Maud A. Smith	(Seal)
	Walter Smith	(Seal)
W.L. Nikirk	Clara E. Clary	(Seal)
	Maurice E. Clary	(Seal)
	Minnie Minnick	(Seal)
	Elmer Minnick	(Seal)
	D. Edger Smith	(Seal)
	Mrs. Annie Burgess	(Seal)
	Guardian of Livinia Smiti	
Witness Jas. H. Steele.	John L.S.Aldridge	(Seal)

Eiled May 16th, 1917.

EQUITY SUBPOENA

STATE OF MARYLAND, FREDERICK COUNTY TO-WIT!

The State of Maryland.

To Maude A. Smith, Walter Smith, Clara E. Clary, Maurice E. Clary, Minnie Minnick and D. Edgar Smith.

of Carroll Ecunty, Greetings!

YOU ARE HEREBY COMMANDED, That all excuses set apart, you personally appear before the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity, to be held at the Court House