

In the event of the sale of the bonds within ninety days from the acquisition of title to the property, by the Company to be organized, it is agreed that any excess of the par value of the bonds held by either party hereto, shall be distributed pro rata via one third to party of the first part and two thirds to party of second part."

A copy of which said agreement is filed in this Court in No. 8298 Equity, the original of which said agreement (having been lost a copy is hereunto filed and marked Exhibit No. 1.) 3rd. That on the 16th. day of May, 1910. an agreement was filed by the attorneys for the plaintiffs and defendants, in No. 8298 Equity, in your Honorable Court in which it was agreed that this Court pass a decree in No. 8298 Equity, decreeing the said Isreal C. Rinehart and Lucinda Rinehart, his wife, to convey unto the said Lockwood C. Rines, a farm mentioned and described in said agreement, at and for the sum of \$85.00 per acre, upon the payment to the said Isreal C. Rinehart the sum of \$5,000. upon the delivery of the deed and the execution by the said Lockwood C. Rines and wife of a first mortgage on said farm to the said Isreal C. Rinehart, securing the payment of the balance of the purchase money, (subsequently ascertained to be \$9,839.40, making a total purchase for said land \$14,839.40) and that the said Lockwood C. Rines and wife conveyed said property subject to said mortgage to Edwin C. Brandenburg, and John M. Woods, Trustees and that the said Lockwood C. Rines at the same time assigned, transferred and set over to the said Edwin C. Brandenburg and John M. Woods, Trustees, all his right, title and interest in certain leases mentioned and described in said agreement. 4th. That in pursuance of said agreement of counsel this Court of the 16th. day of May, 1910, passed a decree in conformity with said agreement as will appear by reference to said decree filed in No. 8298 Equity, in Your Honorable Court.

5th. That on the 16th. day of March, 1910, the Mar-Va Development Company and their associates in pursuant of said agreement of March 8th. 1910, advanced the sum of \$5000.00 for the first payment on said options from the said Isreal C. Rinehart and on the same day the said Isreal C. Rinehart and wife, conveyed said farm, described in said deed as a tract of land situated partly in Frederick and partly in Carroll County, Maryland, one and one fourth miles south of the town of Union Bridge, on the turnpike leading from said town to Unionville, containing 174 acres and 93 sq. rods of land and also conveyed all their right, title and interest in said leases to the said Lockwood C. Rines, one lease being from the said Isreal C. Rinehart and wife and Isreal C. Rinehart attorney in fact to the said Lockwood C. Rines, dated March 26th. 1906, recorded in Liber S. T. H. No. 274, folio 200, etc, one of the Land Records for Frederick County, it being a lease of a quarry let known as the "Rinehart Marble Quarries", the other Lease from the said Isreal C. Rinehart and wife to the said Lockwood C. Rines, dated March 26th. 1906, recorded in Liber S. T. H. No. 274, folio 203, one of the Land Records aforesaid, it being a lease of a tract adjoining said quarries, said quarries and leased lot of ground adjoining and being in close proximity to the farm above described, certified copy of which said leases are filed as Exhibits Nos. 5 and 6 in No. 8448 Equity, in your Honorable Court, and are prayed to be taken and considered as a part of the Bill of Complaint; that in pursuance with the said agreement of March 8th. 1910, said real estate and leases herein described was conveyed by the said Isreal C. Rinehart et al, to the said Lockwood C. Rines, in consideration of the sum of \$14,839.40, and on the same day the said Lockwood C. Rines and wife executed a mortgage on the said land in the sum of \$9,839.40, to the said Isreal C. Rinehart to secure ^{the balance} of the purchase money. That subsequently said sum of \$9,839.40 was paid by the Mar-Va Development Company and said Mortgage was duly released on the 9th. day of December, 1913.

6th. That on the 16th. day of May, 1910, the said Lockwood C. Rines and wife in pursuant