

V. McMiller, wife of Wesley McMiller; Harriet M. Kreitz, wife of Harry Kreitz; M. Margaret Michael and Charles H. Michael, both unmarried, and;

WHEREAS, All of the said children except Charles H. Michael are adults and have authorized the said Lemuel Bowers to sell said real estate; and

WHEREAS, The said Lemuel Bowers, agent, has sold said real estate to the said Charles E. Abrahams, Jr., and Elizabeth T. Abrahams, his wife, at and for the sum of Six Hundred (\$600.00) Dollars, as hereinafter appears, subject to the ratification of this agreement by the Circuit Court for Frederick County, in Equity, on appropriate proceedings to be had there in view of the minority of the said Charles H. Michael.

Now, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of \$10.00 in hand paid, the receipt of which is hereby acknowledged, and which said sum of \$10.00 is to be taken as part payment of the purchase money in the event of the ratification of this agreement, the said party of the first part acting in behalf of the adult heirs of the said Marshall H. Michael does hereby sell and bargain unto the said parties of the second part all of that real estate containing consisting of one and three quarters acres (1 $\frac{3}{4}$) more or less, together with the improvements thereon, situated about three miles South east of the Town of Emmitsburg, along the public road leading from Emmitsburg to Keysville, in Frederick County, Maryland, and being the same real estate of which the said Marshall H. Michael died seized and possessed and acquired by the said Marshall H. Michael by deed from John M. Roddy and Laura G. Roddy, his wife, bearing date January 9, 1909, and intended to be recorded among the Land Records of Frederick County, Maryland; the said parties of the second part hereby agreeing to pay unto the said party of the first part the sum of Six Hundred (\$600.00) Dollars for the said Real Estate upon the said part of the first part executing and delivering unto them, the parties of the second part, a good and sufficient deed conveying the FEE SIMPLE title to said real estate free, clear and discharged of all taxes liens and incumbrances.

It is hereby understood and agreed that upon the party of the first part delivering unto the parties of the second part, a good and sufficient deed conveying the property hereby mentioned unto the said parties of the second part, giving unto them a clear, and marketable title to sell property, together with peaceable and quiet possession of the same, that the said parties of the second part will pay unto the said party of the first part Five Hundred and Ninety (\$590.00) Dollars in cash or by certified check. It is further understood and agreed that the party of first part shall immediately institute in the Orphans' Court for Frederick County and in the Circuit court for Frederick County, in Equity, appropriate proceedings, in accordance with the law, in such cases made and provided to the end that this agreement may be ratified by the Court and a clear and marketable title given.

It is further understood and agreed that the only expense which the parties of the second part will have to pay will be for the writing of the deed and for the recording of the same.

It is further understood and agreed that possession is to be given to the parties of the second part as soon as possible but in no event later than April 1, 1918; and that the property shall be delivered to the parties of the second part in its present condition, natural wear and tear excepted.

Witness: Our hand and Seals.

Test: Leo Weinberg.

Test: S.P. Bowers.

Lemuel Bowers Agent (Seal)

Charles E. Abrahams (Seal)

Elizabeth T. Abrahams (Seal)

(Filed Oct, 24, 1917)