No.10506 Equirt. Exhibit No.5.

AGREEMENT.

This agreement made this 24th day of January A.D.nineteen hundred and twenty-two,by and between Grace Dean and Arnold Dean,her husband,Annie E.Burgess and William Burgess, her husband,Dorsey C.Adams and Orpha F.Adams,his wife,and Anna B.Adams (widow of Edw.E. Adams,deceased) in her own right and as Guardian for and on behalf of Anna B.Adams,Edward Adams and Liberty Bell Adams,infant children of the said Edward E.Adams,deceased, hereinafter called the vendors,and George T.Mehrling and Mamie N.Mehrling,his wife,hereinafter called the purch sers.

WITNESSETH; That for and in consideration hereinafter mentioned and upon the terms and conditions hereinafter stated,the said vendors do hereby agree to sell and do hereby agree to the said purchasers,and the said purchasers do hereby agree to purchase and do hereby purchase from the vendors all the following described lot or parcel of land situate in Frederick City,in Frederick County,State of Maryland,described as follows; beginning at a point on the West side of North Market Street,said point being at northeast corner of the store and dwelling designated as numbers 611 and 613 on said street,and running thence by and with the north side of said house North 85 degree West 105.9 feet,South 4½ degrees west 34.5 feet,thence south 84 degrees east 105 feet to the west side of North Market Street,thence by and with the same north 4¾ degrees east 36.1 feet to the beginning. The said land being improved with the aforesaid buildings used and occupied as a dwelling and storeroom designated as Number 611 and 613 on said street as aforesaid and being a portion of the real estate of which Edward Ernest Adams, late of said county,died seized and which upon his death intestate descended to the said Grace Dean,Annie E.Burgess,Dorsey C.Adams and Edward E.Adams,since deceased,as his only children and heirs in law.

It is agreed that the purchase price of the said property is the sum of Twenty-two Hundred Dollars ($2200.00) and of which the purchasers have paid to the vendors through Potts & Griffin,Agents,of the vendors,the sum of Two Hundred Dollars ($200.00) prior to the execution of this agreement (the receipt of which is hereby acknowledged). It is further agreed that the purchasers shall be given possession of said property hereby sold on May first,1922,from which date any unpaid balance of the purchase money shall bear interest at the rate of six per cent per annum,and it is further agreed that the whole of the purchase money shall be paid in full by the purchasers to the vendors not later than July first,A.D.1923,and until the payment in full is made the purchasers shall pay to the vendors through the aforesaid agents,not less than Thirty Dollars ($30.00) per month on account of the purchase money counting from May first,1922,the first of said payments to be made on June first,1922. And along with each of the monthly instalments on account of the purchase money the purchasers shall pay in addition the accrued interest on the unpaid balance of the purchase money at the rate of six per cent per annum. It is further agreed that this agreement and the sale and purchase herein provided shall be subject to the ratification and confirmation of the Circuit Court for Frederick County,Maryland,in equity upon appropriate proceedings of said Court to that end,and the vendors do hereby agree to obligate themselves to institute and carry through without unnecessary delay the said proceedings, And upon the said sale and purchase being ratified and confirmed as aforesaid and the payment in full of the purchase money the vendors do hereby agree and obligate themselved that a good and sufficient deed shall be executed and delivered to the purchasers,conveying a good and marketable