

money, to-wit, the sum of Two Thousand, One Hundred Dollars (\$2,100.00) shall be paid as hereinafter provided.

It is agreed by and between the parties hereto that upon the execution of these presents the said Vendees shall be entitled to enter into possession of the said premises for the purpose of plowing and otherwise preparing the soil for planting according to the approved methods of husbandry, and the said Vendees shall have the further right of making improvements to the buildings thereon, but shall make no substantial alterations to said buildings without the further consent and approval of the Vendors, and all improvements made by the said Vendees shall be at their sole risk and expense.

It is further agreed by and between the parties hereto that this Contract of Sale is intended, and is hereby declared, to supersede the Contract of Sale for the sale of the aforementioned real estate dated the 30th day of August, 1938, and executed by Lydia S. R. Snyder as Seller and J. Russell Boyer as Purchaser.

It is further agreed by and between the parties hereto that the Vendors will promptly institute in the Circuit Court for Frederick County, Maryland, an appropriate proceeding to the end that the confirmation of this proposed sale may be secured, and that the transfer of the title to said real estate may be completed under the jurisdiction, supervision and direction of said Court, the cost of which said proceeding shall not be chargeable in any manner against the said Vendees.

It is further agreed by and between the said parties that upon certification to the said Vendees by the said Vendors, or their agent or representative, that the necessary legal authority has been procured as hereinbefore proposed to permit the conveyance of a good, marketable, fee simple title to the said premises, free, clear and discharged of all liens and encumbrances, and the tendering of a good and sufficient deed by the said Vendors or by such person or persons as the Circuit Court for Frederick County may appoint for the purpose of conveying the interest of said Vendors, the said Vendees shall pay the residue of said purchase money unto the said Vendors or unto such person or persons as the said Court may authorize and empower to receive the same.

It is further agreed by and between the said parties hereto that the Vendors shall be chargeable with the payment of all taxes and assessments of any kind levied against the said premises during the year 1938 and prior thereto, and that the said Vendees shall pay all taxes and assessments levied against the said premises thereafter, provided the transfer and conveyance of said premises, as hereinbefore provided, shall be completed on or before the 15th day of February, 1939; otherwise, this contract shall be null and void, and the portion of the purchase money heretofore paid by the said Vendees shall be refunded thereto by the said Vendors.

It is further agreed by and between the said parties hereto that the Vendors shall furnish the United States Internal Revenue Stamps required to be affixed to the deed of conveyance, but that the said Vendees shall bear at their expense the costs of the State of Maryland Relief Stamps and all other recording charges.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date hereinbefore mentioned.

Witness:

Witness to mark Chas. A. Ogle

her
Lydia S. R. x Snyder
mark
Vendor-Life Tenant

Chas. A. Ogle

Marcia F. Watkins
Vendor-Remainderman

Chas. A. Ogle

Amos F. Watkins
Vendor

Chas. A. Ogle

Ivia E. Watkins
Vendor-Remainderman

Chas. A. Ogle

C. Herbert Watkins
Vendor