

option of the vendee.

It is understood and agreed that in the event the mortgage is given the purchaser agrees that beginning 180 days after the date of the delivery of the deed the sum of \$500.00 per month shall be paid in curtailment of the mortgage or \$500.00 per lot as said lots are sold, but in no event shall the payment be less than \$500.00 in any one month thereafter; the mortgage to contain the right and privilege to the vendee, or his nominee to pay the unpaid balance or any part thereof, at any time prior to the due date.

A.M.M.
R.F.K.

State, County and City taxes to be adjusted to the date of delivery of possession, being the 1st day of November, 1948.

All costs of conveyancing, including, recording, and federal and state stamps to be equally divided between the parties.

It is further understood and agreed between the parties that in addition to the purchase price stated above the vendee does agree to pay an additional sum of Thirty-five Hundred Dollars (\$3500.00) as part of the purchase price; the same to be considered with the provision hereinabove provided for the payment of the balance of the purchase above being the sum of Twenty-five Thousand Dollars (\$25,000.00).

WITNESS our hands and seals the day and year first above written.

WITNESS:

H. K. DeLauter

Albert M. Mercer
Albert M. Mercer

(SEAL)

Nevin T. R. Waskey

Richard F. Kline
Richard F. Kline

(SEAL)

Filed November 3, 1948

PETITION FOR AUTHORITY TO EXECUTE DEEDS OF
PARTIAL RELEASE

Alice Summers and Ida Thomas,
next friends of Albert M.
Mercer

"

No. 16,490 Equity.

"

In the Circuit Court

On

"

for Frederick County.

Petition

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of G. Wilson Mercer, Trustee in the above entitled cause, respectfully represents unto your Honorable Court:

FIRST: That on the 3rd day of November, 1948, your Petitioner filed his Petition in your Honorable Court, requesting that he be authorized to carry out the terms of a Contract entered into by and between Albert M. Mercer and Richard F. Kline, a copy of said contract was filed with said Petition, marked Exhibit No. 1, and on the same date his Honor, Patrick M. Schnauffer, signed an order directing your Petitioner to carry out the terms of said contract.

SECOND: That pursuant to said Order your Petitioner executed his deed conveying a certain parcel of land containing sixty acres, more or less, together with the buildings and improvements thereon, for \$53,500.00, receiving in cash \$25,000.00, and a first mortgage for \$28,500.00, with interest at four and one-half per cent, payable in three years.

THIRD: That the mortgagor has sold from said parcel two tracts of land, namely, the buildings and improvements thereon, together with thirty-two thousand forty-five square feet to William M. Holzapfel, Jr., and Marion P. Holzapfel, his wife, for the sum of \$14,000.00, less \$700.00 commissions, and an additional tract of land to Watkins Acres, Incorporated, containing fifty-nine hundred eighty-five square feet, the latter tract being conveyed to Watkins Acres, Incorporated, who in turn will convey a tract of land to become part and parcel of the tract of land purchased by the said William M. Holzapfel, Jr., and Marion P. Holzapfel, his wife.