

Place of
Court
Seal

In Testimony Whereof, I hereunto subscribe my name and
affix the Seal of the Circuit Court for Frederick County,
at Frederick Maryland, this 6th day of March, 1953.

Ellis C. Wachter
Clerk of the Circuit Court for Frederick County, Maryland.

Filed March 6, 1953

EXHIBIT NO. 2

THIS CONTRACT OF SALE, made this 2 day of March, 1953, by and between Odin P. Eichelberger and Rose C. Eichelberger, his wife, natural guardians and next friends of Margaret Marshall Eichelberger, hereinafter referred to as the Sellers, and Myer Kaplon, Frances Kaplon and Abraham I. Kaplon, Co-Partners trading as V. Kaplon Company, hereinafter referred to as the Purchasers.

WITNESSETH: That for and in consideration of the sum of Fifty Dollars (\$50.00) and the mutual covenants and agreements herein contained, the Sellers hereby agree to sell unto the Purchasers and the Purchasers hereby agree to purchase from the Sellers, all that lot or parcel of land situate, lying and being in the Town of Brunswick, Frederick County, Maryland, and being known as lot #2 in block #1, as shown on the Plat of the Real Estate and Improvement Company of Baltimore City Subdivision of a part of Brunswick, which said plat is recorded with the deed from the Real Estate and Improvement Company of Baltimore City to William F. Barger and wife dated May 16, 1902 and recorded in Liber D. H. H. 15, Folio 101, said plat, however, being recorded in Liber D. H. H. 15, Folio 532, saving and excepting, however, all that portion of lot #2 in block #1 which was conveyed by Odin P. Eichelberger and Janie B. Eichelberger to James E. Cummings and Mae P. Cummings, his wife, dated December 18, 1920 and recorded in Liber 333, Folio 415, the portion of lot #2 hereby conveyed being that portion which lies between the south side of lot #4 in said block #1 and the north side of Potomac Street in Brunswick, Maryland, at and for the sum of Three Hundred and Seventy-Five Dollars (\$375.00), of which said sum Fifty Dollars (\$50.00) has been paid in cash upon the signing of these presents, the receipt of which is hereby acknowledged, and the balance of Three Hundred and Twenty-Five Dollars (\$325.00) shall be paid One Hundred and Fifty Dollars (\$150.00) at the time the Sellers herein file in the Circuit Court for Frederick County an appropriate proceeding to clear title to said real estate, and the balance of One Hundred and Seventy Five Dollars (\$175.00) shall be paid upon final ratification of the sale by the Circuit Court for Frederick County.

The Sellers hereby covenant and agree that they will furnish good and marketable title to said property, free and clear of all liens and encumbrances, and should they be unable to do so this Contract shall be null and void and all payments made hereunder shall be returned to the Purchasers, and to that end agree that they will institute the appropriate proceedings to obtain authority for the transfer of the interest of Margaret Marshall Eichelberger, their daughter, a minor, in the Circuit Court for Frederick County.

The Purchasers hereby agree that they will bear the entire costs of said proceedings, including Attorney fees, Court costs and any other incidental expenses. The Sellers hereby agree that they will cooperate in said proceedings to clear title and will come to Frederick to this end should it prove necessary.

The Sellers agree to pay for the necessary Federal Revenue stamps to be affixed to the deed and the Purchasers agree to pay for the State Revenue stamps to be affixed and the costs of recording the same. All taxes to be adjusted to the day of final settlement.

Should the Purchasers fail to pay the balance of the purchase price as above set forth, then the Sellers may declare this Contract rescinded and retain all payments as damages for breach of contract.