

COPY

MCSHERRY & MCSHERRY
ATTORNEYS AT LAW
FREDERICK, MARYLAND

-2-

Being the Second parcel of real estate conveyed unto Mary Ruth Harner (being Mary Ruth ^{CULLER} Fisher) by Mary E. Fisher, widow, by deed dated March 6th, 1939 and recorded in Liber 416 Folio 260, one of the Land Records of Frederick County, upon certain conditions as therein set forth. Reference to which Land Records is hereby made.

TOGETHER with all the buildings and improvements thereon and all the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

It is understood and agreed by and between the parties hereto that the terms and conditions of this contract are contingent and dependent upon authorization of, or direction^{BY}, or decree of, a Court of competent jurisdiction enabling the transference, conveyance or sale of the herein described premises; in the event that such decree authorizing sale of the herein described premises, and all the interests herein, is not passed on or before November 1st, 1950, then this contract shall be null and void and the down-payment mentioned herein shall be returned to the Vendee and this contract cancelled.

The price of said property is the sum of \$6500.00, which the said Vendee does agree to pay as follows:

1. The sum of \$650.00 upon the execution of these presents, the receipt of which is hereby acknowledged.
2. To pay the balance of the purchase price being the sum of \$5850.00, on or before the 1st day of November, 1950, being the final date of settlement, subject to the condition herein contained.

It is understood and agreed by and between the parties ^{OR MAKE BONA FIDE EFFORTS TO CAUSE TO BE FURNISHED,} hereto that the Vendors shall furnish, to the Vendee, a fee simple deed conveying a good and merchantable, title, free and clear of all liens and encumbrances, to the property herein sold,