

AGREEMENT OF SALE

THIS AGREEMENT, made this 3rd day of March, in the year One Thousand Nine Hundred and Fifty Nine by and between Lulu C. Dutrow and Millard G. Dutrow, agent for Grayson D. Dutrow hereinafter called the Seller, and Harry L. Becraft & Mabel M. Becraft, his wife hereinafter called the Purchaser.

WITNESSETH, that the Seller agrees to sell and convey and the Purchaser agrees to purchase all the following described real property with the buildings and improvements thereon, in Fred'k City, County of Frederick, State of Maryland:

Being all in the same real estate as conveyed unto Grayson D. Dutrow and Lulu C. Dutrow, his wife, by deed dated October 15, 1955, recorded in Liber 553, folio 245, one of the Land Records of Frederick County, Maryland, and being all that tract of land, situated on the North side of West 4th Street, Frederick City, Frederick County, Maryland, and Known as No. 133 on said street.

and the following described personal property:

The Seller hereby guarantees that the furnace is in servicable ~~xxxxx~~ condition and agrees to help the Purchaser start the fire the first time.

The purchase price of said property is Nine Thousand Dollars (\$ 9000.00 Dollars, of which the sum of Four Thousand Five Hundred Dollars (\$ 4500.00 Dollars has been paid at the date hereof, the receipt whereof is hereby acknowledged, and the further sum of Four Thousand Five Hundred (\$4500.00 Dollars is to be paid upon the delivery of a good and sufficient deed conveying a good marketable title in fee simple free from all encumbrances except those mentioned herein:

The Deed shall be delivered on the 13rd day of April, 19 59, at Ten o'clock A. M. at the office of Grayson H. Mercer & Sons, Pythian Castle Building, Frederick, Maryland.

The risk of loss or damage to the premises or property by fire or the act of God until the delivery of the deed is assumed by the Seller.

are to be paid by the Seller for the year 1959. ~~xxxxx Taxes xxxxxx to be apporportioned to the day of taking title~~ Possession of the premises shall be given ~~xxx~~ immediately.

Costs of preparing deed and Federal Revenue Stamps to be at the expense of the Seller and all other costs of conveyancing to be paid by the Purchaser.

It is understood and agreed, that the property herein described has been inspected by the Purchaser or the Purchaser's duly authorized agent; that the same is and has been purchased by the said Purchaser solely as a result of said inspection.

It is understood and agreed by the Seller that this sale was brought about by Grayson H. Mercer & Sons, Real Estate Agents. Should the undersigned Purchaser fail to carry out this Agreement, at the time and in the manner herein specified, all money paid hereunder shall, at the option of the Seller, be forfeited to the Seller as liquidated damages, including commissions payable by the Seller, and this contract shall be and become null and void. Time is of the essence of this contract, and of all the conditions thereof.

The stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto set their Hands and Seals the day and year first above written.

WITNESS:

*[Handwritten signature]*

*Lulu C. Dutrow* (SEAL)  
*Millard G. Dutrow* (SEAL)  
agent for Grayson D. Dutrow  
SELLER  
*Harry L. Becraft* (SEAL)  
*Mabel M. Becraft* (SEAL)  
PURCHASER

*Filed March 12, 1959*