

One Thousand, Two Hundred Fifty Dollars (\$1,250.00) of said purchase money has been deposited with L. E. Sherman, Esq., Realtor, Mt. Airy, Maryland, who shall hold said deposit in escrow pending final settlement, as hereinafter provided.

2. It is further agreed that full possession of the said premises will be delivered to the said Vendees upon the date of final settlement, and that all State and County taxes assessed against said real estate shall be adjusted as of said date.

3. It is further agreed that the Vendors shall bear all expenses in connection with the ratification of the sale herein proposed by the Equity Court for Frederick County, Maryland, and, in addition, will bear the cost of Federal Revenue Stamps requisite for the deed of conveyance, but that the said Vendees shall bear at their expense all other costs of conveyancing, and especially Maryland Stamps requisite for said deed.

4. It is further agreed and stipulated that the sale herein proposed is made expressly subject to the ratification and approval by the Equity Court for Frederick County, Maryland, and in event the said sale shall not be ratified and confirmed by said Court, the deposit now held by L. E. Sherman, Esq., Realtor, as aforesaid, shall be refunded to the said Vendees, and these presents shall thereupon become null and void, and all further obligations between the parties hereto shall cease and terminate.

5. It is further agreed that the policies of insurance now in force insuring the dwelling on said real estate from loss or damage by fire or other casualty shall be continued in force until the date of settlement by the said Vendees, and shall be endorsed to protect the interests of the parties hereto as the same shall appear. In event additional insurance is desired by the said Vendees, the same may be ordered by them, and the additional premiums therefor shall be the Vendees' obligation.

6. It is further agreed and understood that the sale herein was consummated by the services of L. E. Sherman, Esq., Realtor, of Mt. Airy, Maryland, for which said services the said Vendors agree to pay a commission of five per cent (5%) of the gross sales price upon final settlement.

7. That the execution of these presents by the said Vendors shall evidence their election to take the real estate hereinbefore described in kind in lieu of personalty as provided by the Last Will and Testament of David M. Devilbiss, late of Frederick County, Maryland, and therefore to reconvert said personalty into realty.