(2) If the Purchaser shall fail to make full settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder, or, without forfeiting the deposit, the Seller may avail himself of any legal or equitable rights and remedies which he may have under this contract.

(13) The entire deposit shall be held by BOWERS - SWEADNER & URIE, Inc., Agent, until settlement hereunder is made or until the deposit is forfeited. In the event of the forfeiture of the deposit, the Agent shall retain one-half thereof as a compensation for his services and shall pay to the Seller the remaining one-half of the forfeited deposit.

(14) If the property involved in this contract is located in a jurisdiction other than Montgomery County, Md., wherever any reference is made to Montgomery County, Md., or any official thereof, the name of the jurisdiction in which property is located and the proper official thereof is substituted automatically.

(15) The seller agrees to pay to BOWERS - SWEADNER & URIE, Inc., Agent, the commission of six percent of the sale price, the amount of which said commission being hereby assigned to the agent by the Seller out of the proceeds of sale. The party through whom settlement hereunder is made is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to said Agent.

(16) The principals to this contract mutually agree that it shall be binding upon them, their and each of their respective heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract contains the final and entire agreement between the parties hereto, and that they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

(17) It is understood by and between the parties hereto that the State Roads Commission of Maryland has, or will, obtain easement of right of way over this farm for the relocation of U.S. Route #340 and, that after said taking for said roadway there will be about one hundred forty-nine (149) acres left in said farm. It is also understood that this farm is being purchased as a tract and not on an acreage basis and that the Purchaser has been shown the boundries of the farm.

(18) It is further agreed between the parties that the purchaser shall have the right to release from the mortgage lien of the Sellers, acreage from that part of the farm that lies between relocated U.S. Route #340 and old U.S. Route #340, upon the payment by the Purchaser to the Sellers of eight hundred dollars ($800.00) per acre as survey to be made for the land so released. Provided however, that the land released under this provision shall not reduce the ratio of front footage to total acreage of this part of the farm, and thatafter any such release of land, no remaining land shall be left without frontage on an existing paved road. It is also agreed between the parties that the Purchaser shall have the right to release from the mortgage lien of the Sellers, acreage from that portion of the farm that lies to the South of relocated U.S. Route #340 and to the East of Horine Road upon the payment by the Purchaser to the Sellers of four hundred dollars ($400.00) per acre as survey to be made for the land so released. Provided however, that land released under this provision shall begin along the South side of said parcel and each taking line shall begin at a point on Horine Road and run parallel with relocated U.S. Route #340 to the full depth of the property or the East boundry line of said parcel.

(19) It is understood and agreed, by and between the parties hereto, that any and all proceeds received from the State Roads Commission of Maryland for the relocation of U.S. Rt. 340 set out in paragraph 17 herein above belong exclusively to the Samuel W. Brown Estate.

LOUIS E SWEADNER,
REAL ESTATE

By

Executed in Quadruplicate

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

July 19 1965

Clifford B. Lull, Jr.
Purchaser
Clifford B. Lull, Jr.

Witness John N. Bowers

Purchaser

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Witness: John N. Bowers

Seller

Wife of Seller

Property is to be conveyed in the name of Purchaser or his assigns.