



CONTRACT OF SALE
 21 Right Elevator Drive
 Middle River, Maryland 21220

This is a Legally Binding Contract: If Not Understood, Seek Competent Advice

THIS AGREEMENT OF SALE, this ____ day of _____, Two Thousand and nine,
 between: _____, Seller(s), and _____
 _____, Buyer(s).

Witness that the said seller does hereby bargain and sell unto the said Buyer, and the Buyer does hereby purchase from the Seller the following described property, situate and lying in Baltimore County, State of Maryland:

BEING known and designated as: **21 Right Elevator Drive, Middle River, Maryland 21220**

Bid Price _____

Buyer's Premium _____

Contract Price _____

Cash Down Payment (non-refundable) day of auction \$ _____

Balance of unpaid purchase price as of day of sale: \$ _____

Interest on the unpaid balance of the purchase price to accrue at the rate of 10% per annum prorated from the day of sale to the day of settlement, and is to be paid by the buyer at settlement. Settlement must occur on or before 45 days following the auction date.

Note: If balance is not paid when due, deposit shall be retained by seller.

Warranty Deed Upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer.

Title Title to the property shall be good and merchantable, free of liens and encumbrances except as specified herein or insurable by a standard ALTA policy without special premium and except: use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. If the seller is not able to convey marketable title the purchaser's only remedy is the return of the deposit.

Insurance It is also understood and agreed that the Seller shall immediately have all of the insured policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this contract. In the event it shall be determined by the Buyer that the property is inadequately insured by the Seller, the Buyer shall have the right at Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Buyer.



**Default
Forfeiture
Venue**

If the Buyer defaults, in addition to any other legal or equitable remedies available to Seller, the Seller may declare the deposit forfeited and resell the property at the risk and expense of the defaulting Buyer. In such event, the defaulting Buyer shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of the resale, and reasonable commissions and attorney's fees incurred by either the Seller and/or Seller's Agent for the resale and/or litigation arising out of this action. In the event of said default, the parties herein agree to the disbursement of the deposit money by the holder for any resale deficiency, expenses, or any other cost incurred or disbursement due as a result of said default. This shall not be considered liquidated damages and settlement thereof unless so agreed to in writing by amendment hereto. The parties respective rights and obligations regarding the contract of sale shall be governed by the laws of the State of Maryland. The Buyer hereby submits to the jurisdiction of the courts for the county in which this property is located.

Agency

The Seller recognizes Richard W. Opfer, Jr., President of Richard Opfer Auctioneering, Inc. as the agency negotiating this contract and agrees to pay said agency a fee for services rendered in the amount provided for in the agreement to sell.

Improvements

The improvements hereon are being sold in "AS IS" condition without warranty of any kind except as stated herein.

Inclusions

Included in the purchase price are all permanently attached fixtures and equipment including but not limited to heating, plumbing, electrical and related systems.

Adjustments

Ground rent, all taxes general or special, and all other public or governmental charges or assessments against the premises which are, or may be, payable on an annual basis (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent hereto), are to be adjusted and apportioned as of the date of sale, and are to be assumed and paid hereafter by Buyer, whether assessments have been levied or not as of date of sale.

**Stamps
Recordation and
Transfer Taxes**

The cost of all documentary stamps, recordation tax and transfer tax, where required by law, shall be paid by the Buyer.

Possession

Possession of the premises shall be given to Buyer at Settlement.

**Time of the
Essence**

Time shall be the essence of this agreement.



Risk of Loss

The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, then this contract, at the option of the Buyer, shall be null and void and of no further effect, and all monies paid hereunder shall be returned promptly by Seller to Buyer.

Broker Participation

Should a legitimate broker represent the purchaser of this property, and said broker has pre-registered their client with the auctioneer, the seller will pay said broker 2% of the Bid Price for the property: \$ _____. This commission will be paid by the seller at settlement.

Entire Agreement

This contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written. The parties hereto hereby bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this contract.

Witness the handle and seals of the parties hereto the day and year first above written.

Witness as to Buyer Signature

Buyer Signature Date

Witness as to Buyer Signature

Buyer Signature Date

Witness as to Seller Signature

Seller Signature Date

Witness as to Seller Signature

Seller Signature Date

STATE OF MARYLAND, COUNTY OF _____

On the _____ day of _____, _____ before

Me the undersigned officer personally appeared _____

_____ known to me to be the person(s) whose name(s) is/are subscribed to me within the instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.