

MSA SC 5889-5-1-0021

tion of the above sale and exchange, and the further sum of two hundred dollars, the party of the first part, on behalf of himself and his tenants, hereby forever releases any and all claims by, through or under him, for any damage or loss occasioned or that may be caused by the present dam in the bed of said river at Loch Raven, the party of the first part agrees with the party of the second part to accept in part payment of the purchase price of said seventy five acres, more or less, sixty acres of land, more or less, at and for the price of one hundred and fifty dollars an acre, said sixty acres more or less, being part of the Mann Farm, now owned by the party of the second part, and beginning at the intersection of the division line between the properties of both parties hereto with the Jarrettsville Turnpike and running thence southerly and bordering on said pike until it passes 150 feet, more or less, beyond the intersection of said pike and the 250 foot elevation line shown on said plat, thence westerly, northerly and easterly to the place of beginning, the courses to conform as near as possible with the lines designated by the parties to this agreement on the blue prints used during the negotiations terminating in this agreement.

Upon the delivery of a good and valid deed to the respective party, the party of the second part will pay to the party of the first part, the balance of the purchase money, the drawing and recording of the deeds to be at the expense of the party of the second part.

It being further understood that the party of the second part conveys said sixty acres, more or less, subject to tenants rights of these in possession, which are known to the party of the first part, who is hereby subrogated to the rights of the party of the second part under said lease.

It being further understood that the tenant of the party of the first part holds under a lease which can be terminated with a written notice of six months prior to the expiration of any term, said term expiring the first of March 1912.

It is farther understood and agreed that the title in the land of the respective parties is a good, marketable title in fee