gain and sale shall survive the execution and delivery of said deed.

24. Upon recordation of the deed for said land in the Office of the Clerk of the Court of Loudoun County, Virginia, The Loudoun National Bank of Leesburg, Leesburg, Virginia, Escrow Agent, is authorized and directed to pay and deliver said cash deposit of FIVE THOUSAND DOLLARS ($5,000.00) to the settling attorney.

25. Any notices to be mailed pursuant to the provisions of this contract after acceptance should be sent as follows:

Town of Leesburg, Attention: George P. Hammerly
Leesburg, Virginia

Tri-State Properties - 729 - 15th Street, N. W.
Washington, D. C.

26. The Seller hereby agrees to be responsible for all Town taxes during the period of time that the Seller retains possession of the property.

27. This contract is also contingent upon the following, to-wit:

(a) That Arthur M. Godfrey, Mary B. Godfrey and C. Leo DeOrsey enter into a contract with the Purchaser hereof for the sale of certain tracts of land contiguous with and located to the west and southwest of this subject land, bounded by Route #7 on the south, the land of Arl Curry and others on the west, and Edwards Ferry Road and others on the north.

(b) That the said Seller is able to obtain title to a tract of land located within Loudoun County, Virginia, upon terms satisfactory to it, said tract of land being suitable for the use as an airport, and having the approval for the use as an airport by the Federal Aviation Agency, the Virginia State Corporation Commission, and any and all other governmental bodies concerned.

(c) The aforesaid tract of land shall also receive approval by the Federal Aviation Agency of "airspace."

(d) The execution of the release of any right, title

and interest in the aforesaid land, which is the subject of this contract, by Arthur M. Godfrey, Mary B. Godfrey and the Godfrey Foundation, Incorporated on terms satisfactory to Seller so that the Seller is able to convey title to the Purchaser free of such interest.

(e) That no suits have been filed in any Courts challenging the validity of the sale, or in regard to the approval required in Paragraph 27(b) above.

28. It is hereby agreed that in the event the aforesaid contingencies are not fulfilled, this contract shall become null and void and both parties shall be relieved of any liability in regard to the same, and The Loudoun National Bank of Leesburg, Leesburg, Virginia, is directed to return the deposit of FIVE THOUSAND DOLLARS ($5,000.00) to the Purchaser.

29. The Purchaser covenants and agrees that Pond and Wallace, Realtors, and Investor Service, Inc. are the sole procuring cause of this contract and that it shall hold the Seller free and harmless from the claims of any other real estate broker, including costs, expenses of litigation and attorney fees, in the event any other broker claims a commission on this sale.

30. The Seller agrees that in the event said sale is actually consummated and the papers are recorded passing title to the Purchaser, Tri-State Properties, Inc., a corporation, and the Seller receives the amount in cash due it under said contract, and the negotiable promissory note or notes which are to be taken as part of the purchase price, then at that time, said Agents shall be entitled to receive, on an equal basis, a commission of ten per cent (10%) of the sales price.

31. Said commission shall be paid as follows, to-wit: the sum of ELEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($11,250.00) in cash at the closing, which shall be paid to Investor Service, Inc.

as its full commission, and the balance of said commission, to-wit: ELEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($11,250.00), shall be represented by a second trust securing a note or notes in the usual form, secured on the aforesaid property which has previously been encumbered by the first deed of trust. Said second trust executed by the Purchaser shall secure a note or notes in the amount of ELEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($11,250.00) and bear interest at six per cent (6%) payable semi-annually and provide for principal payments in three (3) equal installments. The amount of said second trust shall reduce the amount due under the first trust due the Seller as provided in Paragraph 3 of this contract.

32. The Trustees under said second deed of trust shall also be George M. Martin and Daniel M. Lyons and they shall have the same power as heretofore provided in Paragraphs 5, 8 and 9 of this contract, however, the land shall be released at the rate of TWO HUNDRED TWENTY-FIVE DOLLARS ($225.00) per acre.

33. In the event the aforesaid deposit of FIVE THOUSAND DOLLARS ($5,000.00) which is placed in escrow in The Loudoun National Bank of Leesburg, Leesburg, Virginia is forfeited by said Purchaser, then the Agents shall be entitled to one-half of said deposit in full satisfaction of any claim for real estate commission.

34. In the event this sale is not actually consummated, with the papers recorded and the consideration passing, said Seller, the Town of Leesburg in Virginia, shall not be responsible for any commission of any kind or nature, other than heretofore specified in Paragraph 33 of this contract.

WITNESS the following signatures and seals:

TOWN OF LEESBURG IN VIRGINIA

(SEAL)

Attest:

By _____
Mayor

_____
Recorder

By _____
Town Manager

nvsl

Accepted this _____ day of _____, 1962, pursuant to Resolution of the Board of Directors duly authorizing the same.

TRI-STATE PROPERTIES, INC.

(SEAL)

Attest:

By_____
President

_____
Secretary

POND AND WALLACE

By_____

INVESTOR SERVICE, INC.

(SEAL)

Attest:

By_____
President

_____
Secretary