

him on Tuesday and Thursday of each week hereafter, and,

WHEREAS, it is the intention and desire of the parties hereto that the said E. E. Mauldin carry on his automobile auction on Tuesday and Thursday of each week without having to compete or conflict with automobile auctions heretofore carried on by the said J. C. Roper;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of Twelve Hundred (\$1200.00) Dollars to J. C. Roper paid by E. E. Mauldin, receipt of which is hereby acknowledged, the parties hereto agree as follows:

I.

Inasmuch as it is the intention of E. E. Mauldin to operate an automobile auction upon the premises leased by him on Tuesday and Thursday of each week hereafter, the said J. C. Roper hereby agrees that for one year hereafter, beginning on the 1st day of February, 1950 and terminating on the 31st day of January, 1951, he, the said J. C. Roper, will not carry on any automobile auction sales upon his above described property on Tuesday or Thursday of any week during this period nor will he permit anyone else to carry on any automobile auction upon his above described premises on the above mentioned days for the period of this agreement.

II.

It is further intended and agreed that the said E. E. Mauldin is not to use or have any control over the above described property of J. C. Roper, except as herein specifically set forth.

III.

The said J. C. Roper may use his above described property for any purpose he desires except for the purpose of an automobile auction sale on Tuesday or Thursday of each week during the period hereinabove set forth.

IV.

The said J. C. Roper may lease, rent or sell the above described property during the term of this agreement but in the event he does rent, lease or sell, he agrees in any lease or deed to stipulate that said property is not to be used by anyone