

The Grantee herein shall pay all taxes for the year 1950, on said premises herein conveyed.

The premises above described are conveyed subject to any covenants, easements and restrictions of record and to any state of facts which an accurate survey or a personal inspection of the premises may disclose; likewise, any and all party walls and/or party wall rights or agreements; likewise, to encroachments by existing buildings on adjoining premises upon the premises conveyed hereunder and also encroachments by existing buildings on the premises conveyed hereunder upon adjoining premises; likewise, to any zoning and/or building restrictions and regulations applicable to the premises hereby conveyed and to any and all rights, if any, of present tenants in possession of said premises or any part thereof.

IT IS UNDERSTOOD AND AGREED that as a part of the consideration for this conveyance, the grantee, its successors and assigns, will not use or permit to be used, the above described premises by itself, and/or in conjunction with adjoining property, for the purpose of operating a 5¢ and 10¢ store; or a 5¢, 10¢ and 25¢ store; or a 5¢ to \$1.00 store or other type of what is commonly known as a Five and Ten Cent Store or limited price variety store, at any time within the next fifteen years; that this restrictive covenant upon the use of the above described premises shall constitute a covenant running with the land and shall be fully binding upon and enforceable against the grantee herein, its successors and assigns and all Lessees, agents and licensees, claiming by or through said parties or either of them, within the above specified period of time.