

option, declare the same void and cancelled and the deed of no affect and shall resume and take over control of the entire building again and shall then pay unto Margaret S. Boggess the balance due on said note and mortgage without payment or compromise of any kind to the Lessees herein and said Lessees shall forfeit all interest which they may have in said property in such event of default on their part as aforesaid and said Lessees do hereby agree to take the necessary steps, in the event of such a default, to place Melvin K. Younts and Charles W. Spence into complete control and ownership thereof. It being further understood and agreed, that in the event that the said Lessees herein shall pay in full the sum due and owing together with interest on the note and mortgage to Margaret S. Boggess, then in that event, this provision clause becomes null and void and has no further force and affect and after the payment in full of said second mortgage to Margaret S. Boggess then and at that time the said Charles W. Spence, Melvin K. Younts, James A. Boling and James V. Patterson do thereupon become tenants in common of said property in accordance with an agreement as to which portion of said building shall be used by the respective parties, said agreement to follow the same general line as the previous agreement between Margaret S. Boggess, Roy W. Boggess, Charles W. Spence and Melvin K. Younts as will appear in Deed Book 547 at Page 519.

This agreement binds the parties hereto, their heirs, assigns, executors and administrators.

WITNESS our hands and seals this the 3 day of January, 1957.

In the presence of:

J. C. Adams

Sara F. Allison

Melvin K. Younts (L.S)
Lessor

Charles W. Spence (L.S)
Lessor

James A. Boling (L.S)
Lessee

James V. Patterson (L.S)
Lessee

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