

(b) Seller will bring an appropriate action at purchaser's expense against any and all persons legally concerned to have the restrictions on the use of said real property removed and/or declared void so that the use to which said property may be put in the future will be unrestricted as to commercial or mercantile.

4. Seller agrees and warrants that she is the sole owner of said real property and that she has a good fee simple marketable title to the same.

5. Seller agrees to and does hereby authorize the purchaser to bring, and purchaser agrees to bring, an appropriate action in seller's name at purchaser's expense, the purpose of which will be to have the restrictions on the use of said property removed and/or declared void so that said property will be unrestricted as to commercial and mercantile use. Seller agrees to co-operate fully in the bringing of said action.

6. This contract shall subsist and endure for a period of time reasonably sufficient to allow a judicial determination of the validity of the restrictions affecting the real estate herein described, plus an additional period of ten days.

WITNESS OUR HANDS AND SEALS on the 7 day of June, 1957.

WITNESS:

[Signature]  
Mary C. Templeton  
Witnesses as to Purchaser

[Signature]  
PURCHASER

[Signature]  
Charles E. Turner  
Witnesses as to seller

[Signature]  
SELLER

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