

5. This Agreement shall not prevent any party hereto from making gifts or other transfers of the real estate herein described without, or with nominal, consideration or from transferring the same by Will or intestate descent but in such event the terms and conditions hereof shall be binding on the donee, transferee, devisee or heir just as fully as if such donee, transferee, devisee or heir had originally been a party hereto. That any such donee, transferee, devisee or heir shall be considered a "party" hereto for all intents and purposes and shall be sent written notices as required under Paragraph 2 (a) and be entitled to make written offers as provided under Paragraph 2 (b), provided however, that no selling party shall be required to give such notice under paragraph 2 (a) or to consider or receive any written offer under paragraph 2 (b) from any such donee, transferee, devisee or heir under the age of twenty-one (21) years at the time or any other party who is mentally incompetent at the time. Anything herein to the contrary notwithstanding, this Agreement shall terminate and be null and void at the death of the last surviving original undersigned party.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Lucille K. Merritt
Idella Carroll
Mary Jane Miller
Elizabeth P. Cobb
Lucille K. Merritt
Idella Carroll
Lucille K. Merritt
Idella Carroll

Ruth O'Kelley Mills
Ruth O'Kelley Mills
Ruth Mills Cobb
Ruth Mills Cobb
Mary Elfa Mills (Jr.)
Mary Elfa Mills (Jr.)
Mary Mills Roberson
Mary Mills Roberson

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