

Vol 1171-623

IT IS UNDERSTOOD AND AGREED that as a part of the consideration for this conveyance, the Grantee, its heirs, executors, administrators, 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 5c and 10c store; or a 5c, 10c and 25c; or a 5c 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 fifteen years from the date of conveyance of the property by C. E. Gregory to the Grantor; 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, their heirs, executors, administrators, 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.

TOGETHER with all and singular the rights, members and hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the Grantee hereinabove named, and their heirs, executors, administrators, successors and assigns forever.

And the Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee hereinabove named and the Grantee's heirs, executors, administrators, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

0623

4328 RV-2