

11. The HUSBAND further agrees that, within one (1) year from the date of this Agreement, he will pay for the painting of the residence mentioned in Paragraph 3 hereof, both inside and out; that he will pay to have the rugs cleaned in said residence; that he will repair, or have repaired, the traverse rods which are now insecurely fastened to the wall; that he will repair, or have repaired, the venetian blinds, and will replace the hooks on the matchstick draperies.

12. It is further agreed that the HUSBAND will maintain and repair the residence mentioned in Paragraph 3 hereof, in reasonably good condition, both inside and out, ordinary wear and tear excepted. It is the intention of this paragraph that the HUSBAND will be financially responsible for the maintenance and repair of structural items, necessary painting of the house (both inside and out), the necessary repair or replacement of the roof, the repair or replacement of physical deterioration inherent in the aging of said residence, and other items which require necessary repairs and/or maintenance.

13. It is agreed by the WIFE that she will exercise ordinary care in the use of the said residence.

14. It is agreed that each party shall, within thirty days from the entry of the decree of divorce in the above styled cause, execute and deliver to the other party any and all instruments and assurances which the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

15. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the party to be charged. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or of a similar or different nature.

16. This stipulation and agreement is not intended and shall not be deemed to constitute a condonation by either of the parties hereto of any conduct of the other party nor as a

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