

Page 2.

2. The said W. L. M. Austin, Jr., further agrees to keep the family residence and out houses upon said property insured in the sum of at least Fifteen hundred (\$1500.00) Dollars, and the tenant house for \$500.00 if insurance in said amounts can be obtained, and further agrees to pay all taxes that may accrue against the said property during the lifetime of the said Mrs. Cemer Yeung Austin. If either of said houses should burn it is agreed that the insurance therefrom, if the mortgagee agrees thereto, shall so far as possible be applied to replacing said house or barn, and the said Mrs. Cemer Yeung Austin shall pay any sum necessary to restore the said house or barn in excess of the amount of insurance thereon. If such insurance shall be claimed by the mortgagee and applied as a credit upon the mortgage then on the property, the said W. L. M. Austin, Jr. shall at his own expense obtain a new or addition loan if he can obtain such loan in an amount equal to the amount of such insurance and same shall be applied to replacing the house or houses so burned.

3. It is further agreed that the said Mrs. Cemer Yeung Austin shall have the use and occupancy of the aforesaid premises for and during her lifetime and all income or rent that may be derived therefrom during said period and it is further agreed that the said Mrs. Cemer Yeung Austin shall, at her own expense, make all repairs of any kind which may be necessary to keep the aforesaid premises in the same condition in which they are at the present time, natural wear and tear excepted. Mrs. Cemer Yeung Austin agrees to execute any and all deeds or other papers which may be legally necessary to assist the said W. L. M. Austin, Jr., in extending the time of payment of said Two thousand (\$2,000) Dollars now on said property.

4. It is further agreed that the said Mrs. Cemer Yeung Austin shall not cut down any of the trees or timber upon said premises during her lifetime, except such dead timber as may be necessary for fire wood, and shall make no improvements changes or additions to the houses upon said property without the consent of W. L. M. Austin, Jr., said improvements or additions if and when made to be made by the said Mrs. Cemer Yeung Austin, at her own expense.

5. It is further agreed that all debts against the estate of the said W. L. M. Austin, Sr., which have not been paid, if any there be unpaid, except the loan of Two thousand (\$2,000.) Dollars, mentioned above, shall be assumed and paid by the said Mrs. Cemer Yeung Austin and that the said W. L. M. Austin, Jr., shall not be chargeable with any debts whatsoever upon the estate of the said W. L. M. Austin, Sr., except such taxes as may now exist upon said property, or may accrue in the future, and except the aforesaid loan of Two Thousand (\$2,000) Dollars.

6. It is further agreed between the parties that should either of said parties during the life time of the said Mrs. Cemer Yeung Austin fail to keep and perform any or all of the agreements hereby entered into, that then, and in that event, the other party may at his option proceed by a proper legal process to set aside this agreement and in the event that this agreement should under these circumstances be set aside, it is then further agreed between the parties that the title to the said property shall become vested in Mrs. Cemer Yeung Austin, her heirs and assigns as to an undivided one third (1/3) thereof and in the said W. L. M. Austin, Jr., his heirs and assigns as to an undivided two thirds (2/3) thereof, subject to the sum of Two thousand (\$2,000) Dollars now represented by the present loan on said property, it being the intent and agreement of the parties thereto to restore the status of each as of the date of this agreement. It is further agreed between the parties hereto that should the said W. L. M. Austin, Jr., die before said Mrs. Cemer Yeung Austin, then this agreement is to become null and void, and the title to above described property is to be restored to its present status, 1/3 to Mrs. Cemer Yeung Austin and 2/3 to W. L. M. Austin, Jr., or his heirs or assigns, subject to an encumbrance of \$2000.00.

In witness whereof the said Mrs. Cemer Yeung Austin and the said W. L. M. Austin, Jr., have hereunto set their hands and affixed their seals this 24th day of April 1931.

Executed in duplicate. Interlineations and corrections made before signing.

(Over)

Page 3.

United States of America.

Signed, sealed and delivered in the presence of:

Jehn R. Burress
Wharten O. Wilson.

Cemer Y. Austin (Seal)
Cemer Yeung Austin (SEAL)
W. L. M. Austin, Jr. (Seal)

State of Georgia.
County of Fulton.

Personally appeared before me Wharten O. Wilson, and made oath that he saw the within named Mrs. Cemer Yeung Austin and W. L. M. Austin, Jr., sign, seal and as their act and deed, deliver the within written agreement and that he with Jehn R. Burress witnessed the execution thereof.

Sworn to before me this 24th day of April 1931

Wharten O. Wilson.

Elvin L. Hewell.



Notary Public Georgia State at Large.

My commission expires July 8, 1931.

No. Stamps Agreement.

Recorded this the 1st day of May 1931 at 8:00 A. M.

END OF