

4. 4. That the parties hereto do hereby agree that they will not enter into any agreement or take any action to sell, mortgage or otherwise convey or encumber their interest in and to the property described above without the written consent of all of the other parties hereto, provided however, that upon the death of any party hereto, the consent of the deceased party or the consent of his heirs or beneficiaries shall not be required, and thereafter only the consent of the surviving parties to this Agreement shall be required.

5. This Agreement being partially for the purpose of protecting and maintaining the above described property for the use and benefit of Teresa Vida Burns in the event that she should be able and desire to reside therein, the parties hereto do further agree that in the event that she should marry and in the further event of the death of Joe Burns, then and only in such events, shall any party hereto have the sole right, privilege and option to void and terminate this Agreement and to sell, mortgage or otherwise convey or encumber their interest in the property hereinabove described without the aforementioned consent specified in Paragraph 4. above.

6. Any moneys expended upon the care and upkeep of the property described herein, including, but not limited to, moneys expended for the maintenance of the present mortgage debt upon the premises, by any party hereto, except for Joe Burns, shall be reimbursed to said party upon the sale of the property.

Except as hereinabove provided, this Agreement shall be binding upon the parties hereto, their heirs and assigns.

WITNESS the parties hands and seals this the day and date above written.

WITNESSES:

[Signature]
[Signature]

[Signature]
Joe Burns
[Signature]
Jesse E. Burns
[Signature]
Joe Burns, Jr.

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