

Whereas, it was not intended by said conditions to create a conditional limitation, the violation of which would operate as a forfeiture or reversion of the title to the property, but it was the intention of the undersigned to create building restrictions for the benefit of all persons who purchased said lots, which restrictions could be enforced by the owner of any lot located on said plat above referred to; and

Whereas, Florence G. Marsh is now the owner of a portion of said lot hereinabove referred to and is negotiating a loan thereon from The Prudential Insurance Company of America, said loan to be secured by mortgage covering the portion of real estate hereinabove described; and

Whereas, the Company will not accept the property as security unless the conditions hereinabove referred to are released;

Now, therefore, in consideration of the premises and the further sum of One (\$1.00) Dollar paid to me, the said Emma Day Brooks, the receipt of which is hereby acknowledged, I, the undersigned, hereby agree with the said Florence G. Marsh and the Company, as follows:-

(1) That I did not intend by the deed above mentioned to create a conditional limitation upon the title to said premises, nor did I intend that the violation of the conditions would work as a forfeiture of the property, and said conditions are hereby expressly declared to be by way of building restrictions and are for the benefit of all persons who now own, and who may hereafter purchase, any lot located on the said plat above mentioned, and said restrictions may be enforced by the owner of any lot.

(2) That the said conditions, together with any right to declare a forfeiture or right to re-enter upon breach, referred to in said deed, are hereby released and waived from the entire property conveyed by my said deed hereinabove mentioned, so that in case of a breach of the conditions, or either of them, that the title to said property shall not revert to me.

In witness whereof, the said Emma Day Brooks has hereunto set her hand and seal this 14th day of June, A. D. 1937 .

In the presence of:

Emma Day Brooks (L. S.)

Mrs. John H. Woods,
Miss Cornelia Day

State of Georgia.

County of Fulton.

Personally appeared before me Mrs. John H. Woods and made oath that she saw the within named Emma Day Brooks sign, seal and as her act and deed deliver the foregoing written agreement and release, and that she with Miss Cornelia Day witnessed the execution thereof.

Sworn to and subscribed before
me this 14th day of June, A. D. 1937

Mrs. John H. Woods.

E. Morris (L.S.)

Notary Public for State of Georgia, at

My commission expires 4/25/41



Recorded this the 9th day of July, 1937 at 9:45 A. M. #8885