Drake may by will have named to receive the same, one-half of the sales price of said property; and If the said Mary L. Drake shall pre-decease the said John L. Drake, then he may sell any or all of said property, should he desire to do so, provided: Vance W. Fields consents in wrting to such sale, and provided further that the said John L. Drake pays to the person or persons named in the will of Mary L. Drake to receive the same, one-half of the sales price of said property. In event either Lowery C. Drake or Vance W. Fields should be dead, or otherwise unable to give his consent, the approval of any sale by a Court of Equity shall be obtained for any sale. Deeds so made shall be in fee simple, conveying to the purchaser or purchasers good, marketable titles, to the property or properties sold, and no purchaser shall be required to see to the application of the proceeds of sale. All property need not be sold at one time, but sales may be made at different times .

It is understood and agreed, that any part or parts or all of said property may be sold during the life, and with the written consent, of both of us, and that by mutual agreement, we may modify this agreement in any or all particulars, or cancel the same in toto, at our sole pleasure.

IN WITNESS WHEREOF, we have hereunto placed our signatures and affixed our seals this the 18 day of September,

in the Presence of:

North Condition (SEAL)

May & L. Drahe (SEAL)

makk