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due upon said loan without any charge to or contribution by the party of the second part.

4. The party of the second part is to have the right to use, occupy and enjoy a portion of the house as a home at all times in the future and should she be not perritted to do so for any good cause, then the parties of the first part acknowledge themselves indebted to her in the sum of \$3500.00 and agree to pay the same. Further should the parties of the first part fail to pay monthly payments upon the note and mortgage, then they will convey the same to the party of the second part subject to the mortgage indebtedness and vacate the premises.

5. It is further mutually understood and agreed between the parties that the same family arrangements with reference to the operation of the home as effective at present between the parties shall continue unchanged in the new home.

It is distinctly understood and agreed that the consideration for the advancement of the \$3500.00 by the party of the second part as hereinabove outlined is being made for the mutual benefit of all the parties to this agreement and particularly for the providing of a home for all three parties.

In consideration of the mutual covenants and agreements between the parties, this agreement is being executed in triplicate this 17th day of October, 1953, and is to be binding upon ourselves, our heirs, administrators and assigns.

IN THE PRESENCE OF:

Eva M. King  
Bert Thomas

James A. [Signature] (S 1)  
Malcolm H. [Signature] (S 1)  
PARTY OF THE FIRST PART  
[Signature] (S 1)  
PARTY OF THE SECOND PART.