

prior to closing.

4. Juanita S. Mackey agrees to obtain a proper release from First Federal Savings & Loan Association so that the lot in question shall be conveyed to Charles E. Cauble and Ruth Darr Cauble free and clear of all liens and encumbrances other than 1978 real property taxes, which shall be pro-rated at the date of closing.

5. Juanita S. Mackey agrees to subordinate the purchase money mortgage given to her or to be given to her by Charles E. Cauble and Ruth Darr Cauble so that the said Charles E. Cauble and Ruth Darr Cauble may obtain a construction and improvement loan for the construction of the medical office building contemplated and agrees upon between the parties.

6. It is understood and agreed that this agreement and the covenants, conditions and restrictions contained herein are made solely for the benefit of the grantor, Juanita S. Mackey, and the Grantees, Charles E. Cauble and Ruth Darr Cauble, and may be changed at any time by mutual consent, in writing, of the parties hereto, their heirs, successors or assigns, and no one else has any interest whatsoever in the within described property or the remaining property of the grantor, Juanita S. Mackey, by way of a reciprocal negative easement by implication or otherwise and no such negative equitable easement is intended to or is hereby created.

The parties agree that this contract and agreement shall survive the closing and shall not be merged in the execution of the deed and note and mortgage which are involved in this transaction.

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