

and,

WHEREAS, it was intended to create merely building restrictions, and not create a conditional limitation, violation of which would operate as a forfeiture and reversion of property, but that it was inadvertently stated that upon a breach of said conditions or restrictions, the premises would revert to the Grantor, H. K. Townes, as Trustee.

NOW, THEREFORE, we, H. K. Townes, as Trustee, and Minnie Hunt Gillies, in consideration of the premises and the further sum of One (\$1.00) Dollar to each of us in hand paid (the receipt whereof is hereby acknowledged), do hereby declare that it was not intended by said deed above mentioned to create a conditional limitation upon the title to said property, nor was it intended that the violation of either of said restrictions should work a forfeiture and reversion of the title to said property.

We do further renounce, release, waive and quit claim unto the said Parmelia Jeannette Haynie, her heirs, executors, administrators and assigns, all right, title, interest and reversions in and to the property mentioned and described in said deed, and we do further bind ourselves, our heirs, successors, executors, administrators and assigns not to claim any reversionary rights to any portion of said property because of or on account of any past or future violation of said restrictions or conditions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of April, 1951.

In the Presence of:

<p><u>May H. Powell</u>) <u>Ernest Pittman</u>) As to Minnie Hunt Gillies.</p>	<p><u>Minnie Hunt Gillies</u> (LS) Minnie Hunt Gillies</p>
<p><u>Mattie J. Wood</u>) <u>Patrick C. Faut</u>) As to H. K. Townes, as Trustee.</p>	<p><u>H. K. Townes</u> (LS) H. K. Townes, as Trustee</p>