

1st, 1919 and to use, rent mortgage, sell or dispose, of same as their own property, this being their share of said estate.

Fifth it is agreed and consented that should A. H. Gross, Mamie Gross Loeb and Cylla Gross Hiller sell or dispose of all or any part of said property at a value in excess of that named for each piece in this decree, then such excess of value is required to be equally divided as between said three heirs, and the other three heirs, Sarah Gross Ehrman, Flora Gross Lazard, and Dena Gross Lehman, and this condition is a covenant that runs with the above property until said excess if any has been so divided.

Sixth, it is agreed and consented that if the Chancery Court refuses to ratify and confirm the fourth and fifth provisions of this decree, then the parties as named in the fourth provision shall take the property as set out in said provision on Jan. 1st, 1919 with the full right to the use of it and the rents and income from same, to be divided equally among them, upon the condition that Cylla G. Hiller is directed and ordered by the Chancery Court to see to it that the store building in Canton is kept insured against loss by fire in the sum of \$8000.00, and that the city and county taxes on all of said property is paid when due each year, and that receipts for premiums and taxes shall be filed in this cause, and that necessary repairs on said building are made and paid for as they may be needed, and the balance of the rents or income then to be divided equally among said A. H. Gross, Mamie Gross Loeb and Cylla Gross Hiller. If the fourth and fifth provision of this decree is confirmed by said court, then this sixth provision to be treated as nullified.

Seventh it is agreed and consented that as there were certain provisions and limitations in the will of Sophie Gross by which certain interests in her estate might hereafter vest in the children of her children, and as part of her grand children are now adults and join in this decree, thereby precluding and estopping themselves from asserting any future claim against said property, and as part of her grand children are now minors and incapable of entering into this agreement, and there might yet be born children who under said will might become entitled to an interest in said property, now this decree signed by each and all of the heirs and devisees now of age, is to be taken and treated as their bond, each a principal for himself, and each as surety for all the rest, guaranteeing and undertaking that none of said minors born or yet to be born will make or assert any claim against any of the property included in this division, and should any such minor make or undertake to assert and enforce any claim to any of said property, said principals and sureties are held and bound and by this obligation assume and will pay any and all such claims as may be so made.

Eighth it is agreed and consented that J. F. Flournoy, Jr., as Administrator of said estate shall continue as such to the November term 1918, shall manage the properties for 1918, collect the rents for said year, pay insurance premiums and all taxes for said year and shall make his final report and a settlement in full at the November term 1918, shall be paid his commission as Administrator for said years services, shall make no rental contracts or leases of any of said property for longer time than the year 1918, and after final report and full settlement at said November term, he shall surrender such deeds, abstracts, Insurance policies, certificates of stock tax receipts, and all other monuments of title, as he may have in his possession belonging to said estate, and shall then be honorably discharged by the Court with the thanks of the petitioners hereto.

Ninth it is agreed and consented that should any of minors now living or any yet to be born make any claim or assert any interest in any of the property included in this division, that the parents of such minors and the share of the estate, herein assigned and conveyed to the parent of such minors shall be treated as principal on the bond as herein provided for and said parents and said share shall be primarily liable for the payment and satisfaction of such claim and demand as may be made, and the others as sureties on said bond assume and undertake only a secondary liability to pay and satisfy said claim or demand after the primary liability had been exhausted.

Cylla G. Hiller
Cylla G. Hiller, Mother
& next friend of Charles
E. Hiller, Mathew C. Hiller
Samuel G. Hiller
Emanuel Hiller
A. H. Gross
Fannie K. Gross
Sara Gross Ehrman
Madeline L. Heidenheimer

Flora G. Lazard
Regina L. Weinberg
Dena G. Lehman
Lottie L. Fried
Mildred Ehrman Ullman
Mamie G. Loeb, Mother &
next friend of Charlie G.
Loeb & Sophie Marie Loeb
Mamie G. Loeb
Leon Loeb

J. F. Flournoy Jr. Admin.

The court having carefully read the petition for partition and settlement of this estate, as filed on March 28th., 1918, and finding the same to have been signed by all the parties having any interest in the property of said estate and that summons was duly issued and service of same accepted by J. F. Flournoy Jr. Administrator of said estate, and that an agreement as to value of the property and a division of same has been duly reached as between all the parties having any interest in said property, and that said Administrator has concurred in said Agreement, all of which is fully set out in said agreement which is asked to be confirmed and entered as a consent decree, the court does hereby and now ratify and confirm said agreement and the division as above made, hereby ordering decreed and adjudging that the fee simple title to said property, subject to the stipulations contained in this decree shall vest as named herein, the fourth and fifth provisions of said agreement being by the court being ratified and confirmed, and the sixth provision to be treated as nullified. Said Administrator is hereby directed to collect all rents on said estate for the year 1918, to pay all city and county taxes and insurance premiums on same for said year, and to make and report his Final account at the November term of this Court 1918.