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Daniel further waives all rights of bankruptcy and other relief from creditors with respect to the execution and the Hovey Street property. Jane Daniel agrees to forthwith execute a discharge and release of the Homestead Declaration she ~~previously executed and recorded and to deliver said release to her counsel, Anthony Porcello, Esq. forthwith, to be held in escrow by him and delivered to counsel for Vera Lee upon payment of the monies due Jane Daniel under this agreement.~~

13. Jane Daniel acknowledges that she has previously secured from the Town of Gloucester Planning Board a certification that approval under the subdivision control law was not required to divide the Hovey house property into two buildable lots, one of which contains the Hovey house structure. Jane Daniel shall forthwith, at her cost and expense, take such action as may be required, to cause to be recorded a subdivision plan which divides the Hovey house property into two lots so that the sidelot can be separately marketed and sold independent of the lot on which the Hovey house structure is located (hereinafter the dwelling lot).
14. In the event the sidelot is sold prior to the sale of the dwelling lot, then at the election of Jane Daniel by written notice designating a date by which she will vacate the property which notice is received by Frank J. Frisoli of 797 Cambridge Street, Cambridge MA 02141, Jane Daniel may elect to vacate the dwelling lot and terminate her obligations under this agreement to maintain the property and pay the property expenses. In such event, Jane Daniel's obligation to pay the mortgage, real estate taxes, insurance, and maintenance of the Hovey house property shall terminate upon the later of the expiration of thirty (30) days following receipt by Attorney Frisoli of the written notice or the date on which the property has been vacated by Jane Daniel, all her possessions removed, the premises are in broom clean condition, and the keys to the premises are delivered to Attorney Frisoli.
15. Upon sale of the Hovey house property, Jane Daniel shall be entitled to retain all personal property contained therein, subject to the claims of Robert Nickse, and as of the closing date on the sale of the lot which contains the house, Jane Daniel shall vacate said property, with all of her possessions, and leave same in broom clean condition.
16. Jane Daniel acknowledges that counsel for Vera Lee is negotiating with counsel for the defendants in the Palmer &