

10-20-53
1-26-54

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tenant. The Landlord covenants and warrants that said "Davenport" lease covers all of Parcel 5, and that the person therein named as landlord has full right and lawful authority to enter into said lease for the full term thereof, and all extensions therein provided for, and has good fee simple title to all of Parcel 5 free and clear of all contracts, leases, tenancies, party wall agreements, restrictions, violations, easements, rights of way, liens and encumbrances of every nature whatsoever, except:

- (1) tenancy of T. W. Owings doing business as the T & O Cafeteria, which tenancy by agreement with said T. W. Owings is to be terminated on or before May 31, 1954;
- (2) tenancy of Citizens Finance Company expiring February 28, 1954; and, (3) the said underlying "Davenport" lease.

The Landlord further covenants and warrants that Landlord has full right and lawful authority to enter into this lease for the full term hereof and all extensions herein provided for, and that said underlying leases referred to in subdivisions (a) through (e) above are in full force and effect and in good standing and create good leasehold estates in the respective parties therein named as tenants according to the terms and conditions