

Realty & Investment Co., F. M. W. Corporation, A. J. G. Corporation and K. M. W. Corporation, all South Carolina corporations, as tenant. Landlord covenants and warrants that said "Hunt" lease covers an undivided one-half fee interest in all of Parcel 1, and that the parties named as landlord therein have full right and lawful authority to enter into said lease for the full term thereof, and all extensions therein provided for, and that the parties named as landlord therein together with the above named Eelmont Realty & Investment Co. have good fee simple title to all of Parcel 1 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) lease between F. W. Symmes, et al, as landlord, and J. C. Penney Company, as tenant, dated August 27, 1941, as modified by supplemental agreement dated August 27, 1941, and as further supplemented by agreement bearing even date herewith captioned "Agreement Cancelling and Terminating Lease Covering Premises Known as Nos. 12-14 North Main Street, Greenville, South Carolina, and Providing for Possible Extension Thereof Beyond December 31, 1956" between Eelmont Realty & Investment Co., Belle E. Hunt, widow of T. Frank Hunt, individually and as Executrix of and Trustee under the last will and testament of T. Frank Hunt, deceased, together with Flora H. Sherman, Harriet H. Lozeman, Timothy Franklin Hunt; and Gloria V. Sherman, Flora S. Hudson, Mill L. Lozeman and Harriet E. Leslie, Individually and as representatives of all the born or unborn children of Flora H. Sherman and Harriet H. Lozeman, all of Greenville, South Carolina, and David W. Hunt, and Kenneth Franklin Hunt, by David W. Hunt, his duly appointed Guardian and Litem and D. W. Hunt, Jr., Individually and as representatives of all the born or unborn children of David W. Hunt, all of Columbia, Richland County, South Carolina, as landlord therein, and J. C. Penney Company, as tenant therein; (2) said underlying "Hunt" lease; and, (3) existing rights, if any, of the adjoining owner under the laws of the State of South Carolina with respect to use of the westerly 79.75 feet of the wall along the north side of Parcel 1 as a party