

Ora Tanner Gibson, Sr., as Guardian ad litem for Broadus Patterson Wilson, Jr., William Gibson Wilson, Betty Gail Brunson, Joseph E. Brunson, Jr., Joan Marie Simon, Ann Hortense Simon, Joseph Ligon Payne, III, and all the unborn children of Martha Marie Gibson Payne, Betty Cauble Brunson, Georgia Lee Gibson Wilson and Ora Tanner Gibson League; Janie C. Harris; Evelyn W. Jarrell; Elizabeth W. Whitely; Mark W. Cauble; The Citizens & Southern National Bank, as Guardian for Courtney V. Cauble, Incompetent; Mark W. Cauble, as Executor of the Estate of Gladys C. Barton, deceased; Martha Marie Gibson, ^{Simon} Payne; Betty Cauble Brunson; and Ora Tanner Gibson League. It is understood that by agreement (hereinafter called the "Penney" assignment) dated the 29 day of January, 1954 between the Tenant herein, as Assignor, and the Landlord herein, as Assignee, all right, title and interest of the Tenant in and to said Cauble lease has been assigned to the Landlord herein effective as of the date of commencement of the term of this lease. The Landlord covenants and warrants that said "Cauble" lease covers all of Parcel 2, 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 have good fee simple title to all of Parcel 2 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 Frances C. Floyd, et al, as landlord, and J. C. Penney Company, as tenant, dated September 7, 1941, which by its terms expires December 31, 1956, and which is to be terminated as of the date of commencement of the term hereof in case such commencement date occurs prior to December 31, 1956; (2) said underlying "Cauble" lease, the term of which is to commence on January 1, 1957, or on the date of commencement of the term hereof, whichever occurs earlier. It is expressly understood and agreed that said underlying "Cauble" lease and said "Penney" assignment have