

claim due directly or indirectly to the use of aforesaid premises or any part thereof.

24. WAIVER OF BREACH: It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

25. SUBJECT TO RIGHTS OF TENANT IN POSSESSION: This lease is made subject to the rights and lease of Dr. Keitt H. Smith, tenant now in possession of said premises, which lease is contemporaneously with the execution of this agreement assigned to Lessee, and said rights and lease shall not under any circumstances or conditions be held as a violation of the Lessor's covenants as to peaceful and uninterrupted occupancy of said premises by Lessee, and the Lessee hereby assumes all liability of the Lessor subsequently accruing on account of such rights and lease of the tenant now in possession of said premises, but until Lessee shall make default under the terms of this lease, the Lessee shall be entitled to receive all rents, income and profits accruing or which would accrue to the Lessor under the terms of said lease to Dr. Keitt H. Smith.

26. COVENANTS RUN TO HEIRS, ETC.: It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed and the same shall be construed as covenants running with the land. Also, the terms "Lessor" and "Lessee" shall be construed in the singular or plural number.

27. HUSBAND AND WIFE JOINING: Sara S. Hodges, wife of Lessor, joins in executing this lease for the purpose of giving consent thereto and waiving any right of dower against Lessee.