

*Land*

COVENANTS OF TITLE, AUTHORITY AND QUIET

POSSESSION.

The Landlord covenants and warrants that Landlord has full right and lawful authority to enter into the lease for the full term aforesaid, and for all extensions herein provided, and that Landlord is lawfully seized of the entire premises hereby demised and has good fee simple title thereto free and clear of all contracts, leases, tenancies, party wall agreements, restrictions, violations, 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 T. W. Owings terminates on December 31, 1956, and which contains an option to extend for a period of five (5) years beyond December 31, 1956. It is understood that the Tenant herein and/or the Sub-lessee of Tenant have arranged to make a cash settlement with T. W. Owings, in order to get possession of the premises on or before May 31, 1954. It is further understood and agreed that the Landlord will receive rent as provided for in the lease with T. W. Owings until the within lease becomes effective on June 1, 1954.

(2) Tenancy of Citizens Finance Company expiring February 28, 1954.

(3) Party wall agreement on the Eastern boundary of the within-described premises.

Landlord further covenants and warrants that if the Tenant shall discharge the obligations herein set forth to be performed by the Tenant, the Tenant shall have and enjoy, during the term hereof, the quiet and undisturbed possession of the demised premises, together with all appurtenances appertaining or appendant thereto.

THE LANDLORD AND TENANT FURTHER STIPULATE, COVENANT AND AGREE AS FOLLOWS:

USE OF PREMISES. That the premises hereby demised shall not be used for any unlawful purpose during the term of this lease.

SUBLETTING AND ASSIGNING. That the Tenant may assign this lease or sublet the whole or any part of the demised premises, but if Tenant does so, Tenant shall remain liable and responsible under this lease.