

9. Landlord warrants that on the effective date of this lease it will be the sole owner of the demised premises in fee simple, free of liens and encumbrances except for a first mortgage now owed on the premises and except a refinancing of said mortgage which is expressly agreed to by Tenant.

10. Landlord shall put Tenant in possession of the demised premises and covenants and agrees that during the continuance of this Lease, Tenant shall have quiet possession and enjoyment of the premises.

11. This agreement shall be binding upon the parties hereto, their successors and assigns.

12. This Lease shall not be assigned or the premises sublet without the consent in writing first obtained from the Landlord, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have hereto caused this Lease Agreement to be executed the day and year first above written.

WITNESSES:

E. L. Bell  
James Sickinge

OAKS REALTY CORPORATION

(SEAL)

By: [Signature]  
President

By: [Signature]  
Secretary

(Landlord)

E. L. Bell  
James Sickinge

CARTER & CRAWLEY, INC.

(SEAL)

By: [Signature]  
President

By: [Signature]  
Secretary

(Tenant)

ASSIGNMENT

In order to secure a loan from First Federal Savings & Loan Association, on January , 1973, in the original amount of \$120,000.00, the undersigned does hereby assign, transfer and set over the within lease unto First Federal Savings & Loan Association.

WITNESSES:

E. L. Bell  
James Sickinge

OAKS REALTY CORPORATION

By: [Signature]  
President

By: [Signature]  
Secretary