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without any obligation or without any right to inquire as to whether such default actually exists and notwithstanding any claim of Owner to the contrary, Owner shall have no claim against Tenant for any rents paid by Tenant to Mid-South or Bank.

(5) Bank shall have the right to assign Owner's right, title and interest in said Lease to any subsequent holder of the mortgage given to Bank by Mid-South and secured hereby and to any person acquiring title to the mortgage premises through foreclosure or otherwise. After Owner shall have been barred and foreclosed of all right, title, interest and equity of redemption in said premises, no assignee of Owner's interest in said Lease shall be liable to account to Owner for the rents, income or profits thereafter accruing.

(6) Owner agrees to indemnify and hold Mid-South and Bank harmless of and from any and all liability, loss or damage which Mid-South or Bank may incur under said Lease or by reason of this agreement, and of and from any and all claims and demands whatsoever which may be asserted against Mid-South or Bank by reason of any alleged obligation or undertaking to be performed or discharged by Mid-South or Bank under said Lease or this agreement. Nothing herein contained shall be construed by Mid-South or Bank to the performance of any of the terms and provisions contained in said Lease, or otherwise to impose any obligation on Mid-South or Bank including, without limitations, any liability under the covenant of quiet enjoyment contained in said Lease in the event that the Tenant shall have been joined as party defendant in any action to foreclose the mortgage secured hereby and shall have been barred and foreclosed thereby of all right, title, interest and equity of redemption in said premises. Prior to actual entry and taking possession of the premises by Mid-South or by Bank, this assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon Mid-South or Bank or for the carrying out of any of the terms and provisions of said Lease. Should Mid-South or Bank incur any liability by reason of actual entry and taking possession or for any other reason or occurrence or sustain loss or damage under said Lease or under or by reason of this assignment or in the

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