obligation to collect the rent, income and profits under said Lease, to enforce payment thereof and the performance of any and all of the terms and provisions of said Lease, to exercise all of the rights and privileges of Owner thereunder including the right to fix or modify rents, to demand and sue for possession of the premises covered by said Lease, to relet the premises or any part thereof and to collect the rents, income and profits under such new lease. Mid-South and Bank shall from time to time apply the net amount of income after payment of all proper costs and charges, including loss or damage referred to hereinafter in Paragraph 6 and including reasonable attorney's fees, to the sums then due to said Mid-South and Bank under said obligations. The manner of the application of such net income, the reasonableness of the costs and charges to which such net income is applied and the item or items which shall be credited thereby shall be within the discretion of Mid-South and Bank. Mid-South and Bank shall only be accountable for money actually received by them pursuant to this assignment.

- (3) Upon payment to Bank of the full amount of the indebtedness owed to it by Mid-South, this assignment shall be void and of no further effect as to Bank but shall continue in full force and affect as to Mid-South.
- upon demand and notice from Mid-South or Bank of Owner's default under said obligations or under this assignment shall pay said rents, income and profits under said lease to said Mid-South and Bank without liability of said Tenant for the determination of the actual existence of any default claimed by Mid-South or Bank. Owner hereby irrevocably authorizes and directs Tenant, upon receipt of any notice of Mid-South or Bank stating that a default exist and that payments are due under or in the performance of any of the terms, covenants or conditions of said obligations or of this assignment, to pay to Mid-South and Bank the rents, income and profits due and to become due under the Lease. Owner agrees that Tenant shall have the right to rely upon any such notice of Mid-South and Bank