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defense of any such claims or demands, Owner shall immediately upon demand reimburse Mid-South or Bank for the amount thereof including interest at 6%, costs and expenses and reasonable attorney's fees, and Mid-South or Bank may retain possession and collect the rents, income and profits and from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

(7) Owner represents that Owner now is the absolute Owner of said Lease with full right and title to assign the same and the rents, income and profits due or to become due thereunder; that said Lease is valid, in full force and effect, and has not been modified or amended except as stated herein; that there is no outstanding assignment or pledge thereof or of the rents, income and profits due or to become due thereunder; that there are no existing defaults under the provisions thereof on the part of either party, that the Tenant has no defense, set-off or counterclaim against the Owner; that the Tenant is in possession and paying rent and other charges under the Lease and as provided therein and that no rents, income or profits payable thereunder have been or will hereafter be anticipated, discounted, released, waived, compromised or otherwise discharged except as may be expressly permitted by said Lease. Owner covenants not to cancel, abridge, surrender or terminate said Lease or change, alter or modify the same, either to reduce the amount of said rents, income and profits payable thereunder, or otherwise change, alter, abridge or modify said Lease or make any subsequent assignment of said Lease or consent to subordination of the interest of the Tenant in said Lease, without the prior written consent of Mid-South and Bank. Any attempt at cancellation, surrender, termination, change, alteration, modification, assignment or subordination of the Lease without the written consent of Mid-South and Bank shall be null and void.

(8) Owner agrees to execute and deliver to Mid-South and Bank and hereby irrevocably appoints Mid-South and Bank and their successors and assigns as its agent and attorney-in-fact to execute and deliver during the term of this assignment such further instruments as Mid-South and Bank may deem necessary

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