to make this assignment and any further assignment effective.

- (9) Said Lease shall remain in full force and effect irrespective of any merger of the interest of the Landlord and Tenant thereunder.
- (10) Owner will not alter, modify or change the terms of any guaranties of the Lease or cancel or terminate such guaranties, nor consent to any assignment of the Lease or any subletting thereunder, nor request, consent or agree to or accept a subordination of the Lease to any mortgage or other encumbrance now or hereafter affecting the premises without the prior written consent of Mid-South and Bank. Owner will not consent to or permit a material alteration of or addition to the premises by the Tenant without prior written consent of Mid-South and Bank.
- of any interest therein or of any of the rents payable thereunder. Owner will perform all of its covenants and agreements as Lessor under the Lease, will not suffer or permit to occur any release of liability as Tenant or the accrual of any right in Tenant to withhold payment of rents. Owner will give prompt notice to Mid-South and Bank of any notice of Owner's default received from the Tenant or from any other person and furnish Mid-South and Bank with complete copies of said notice. If requested by Mid-South and Bank, Owner will enforce the Lease and all remedies available to Owner against the Tenant in case of default under said Lease by Tenant.
- (12) Notwithstanding any variation of the terms of the obligations secured hereby, including increase or decrease in the principal amount thereof or in the rate of interest payable thereunder or any extension of time for payment thereunder or any release of part or parts of the lands subject to the mortgage secured hereby, the Lease and benefits hereby assigned shall continue as security in accordance with the terms of this agreement.
- (13) Mid-South and Bank may take security in addition to the security already given Mid-South and Bank for the payment of the principal and interest provided to be paid in or by the obligations secured hereby or release such other security, may release any party primarily or secondarily liable on the obligations, may grant or make extensions, renewals, modifications or indulgences with respect