and collateral therefor to the Buyer and, as consideration for said transfer and conveyance, shall receive the then disbursed balance of Seller's participating interest plus its proportionate share of any accrued interest, which interest is to be paid by Buyer to Seller at the time Buyer receives said interest.

D. Notwithstanding anything to the contrary in this instrument contained, it is agreed between the parties hereto that, in all negotiations between Seller and FHA, Seller may be considered to be the sole owner and holder of the whole of said Note, Mortgage, Building Loan Agreement, and Contract of Mortgage Insurance with respect to all requirements of said documents and of the Contract of Mortgage Insurance with FHA without inquiry as to whether the other party hereto has concurred therein, and regardless of any knowledge or notice to the contrary, unless the mortgage is assigned to buyer with approval of FHA.

E. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on their behalf by their duly authorized officers, and their corporate seals to be hereunto affixed, on the day and year herein first above written.

Signed, sealed and delivered in the presence of:

As to Buyer:

As to Seller:

JEFFERSON NATIONAL BANK OF MIAMI BEACH, a National Banking Association

By: VICE PRESIDENT (title)

Attest: CASHIER (title)

MID-SOUTH MORTGAGE COMPANY, INC. (SELLER)

By: President (title)

Attest: Secretary (title)

4328 RV.2