

(c) In the event that the mortgage is foreclosed for any reason and the Mortgagee succeeds to the interest of the landlord under the Lease, the Mortgagee shall be bound to the Tenant under all of the terms of the Lease, and the Tenant shall, from and after such event, have the same remedies against the Mortgagee for the breach of an agreement contained in the Lease that the Tenant might have had under the Lease against the prior landlord thereunder. In no event shall the Mortgagee be liable for any act or omission of any prior landlord, be subject to any offsets or defenses which the Tenant might have against any prior landlord, or be bound by any rent or additional rent which the Tenant might have paid to any prior landlord for more than the current month.

(d) The rights and obligations hereunder of the Tenant and the Mortgagee shall bind and inure to the benefit of their respective successors and assigns.

3. It is hereby expressly understood and agreed by and between the parties to this Agreement that the execution of this Nondisturbance Agreement and the terms contained herein shall in no way constitute a waiver by the Lender of any rights which it possesses under the terms of the subordination and assignment of the subject Lease Agreement previously executed in favor of Fidelity Federal Savings & Loan Association.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered these presents as their own free act and dated the day and year hereinbelow written with the date of this instrument to be the date of the last signature of the hereinbelow parties.

Signed, sealed and delivered in the presence of:

Richard M. Dmura
C. M. Cornish

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION

By: Harold M. Johnson ^{ASP} (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of:

Marilyn M. Richardson
Mary A. Austin

THE GOLDEN CORRAL CORPORATION

By: Ronald Anderson (SEAL)
Vice President
ATTESTED: John M. Cornish (SEAL)

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