

make repairs as the Bank deems appropriate, and perform such other acts in connection with the management or operation of said premises as the Bank in its discretion may deem proper.

The Bank shall not be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Bank is to account only for such sums as are actually collected and said Bank shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by John P. Abney under such lease, and John P. Abney hereby agrees to indemnify the Bank for, and to save it harmless from, any and all liability arising from such lease or from this assignment, and this assignment shall not place responsibility for the control, care, management or repair of said premises upon the Bank, or make the Bank responsible or liable for any negligence in the management, operation, upkeep, repair or control of the leasehold premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

John P. Abney covenants and represents that he has full right and title to assign the aforementioned lease and the rents, issues, income, revenue, royalties and benefits due or to become due thereunder, that the terms of said lease have not been changed from the terms in the copies of said lease submitted to the Bank for approval, that no other assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, that there has been no anticipation or prepayment of any rents by any tenant occupying the above-described premises, and that John P. Abney will not hereafter cancel, surrender or terminate such lease, exercise any option which might lead to such termination or change, amend, alter or modify them or consent to the release or any party liable thereunder or to the assignment of the tenant's interest in them without the prior written consent of the Bank.

John P. Abney hereby authorizes the Bank to give notice in writing of this assignment at any time to the Lessee.

Violation of any of the covenants, representations and provisions contained herein by John P. Abney shall be deemed a default under the terms of said note.