The owner agrees to indemnify and hold the mortgagee harmless of and from any and all liability, loss or damage which the mortgagee may incur under said lease or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against the mortgagee by reason of any alleged obligation or undertaking to be performed or discharged by the mortgagee under the said lease or this assignment. Nothing herein contained shall be construed to bind the mortgagee to the performance of any of the terms and provisions contained in said lease, or otherwise to impose any obligation on the mortgagee, including, without limitation, any liability under the covenant of quiet enjoyment contained in said lease in the event that the tenant shall have been joined as party defendant in any action to foreclose said mortgage, and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in said premises. Prior to actual entry and taking possession of the premises by the mortgagee, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon the mortgagee, nor for the carrying out of any of the terms and provisions of said lease. Should the mortgagee incur any liability mentioned in this paragraph, or loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or demands, the owner shall immediately upon demand reimburse the mortgagee for the amount thereof, including costs and expenses and reasonable attorney's fee, and the mortgagee 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.

The owner covenants and warrants to the Provident ~~Life and Accident Insurance~~ National Assurance Company that it has not executed any prior assignment of said lease or rentals, nor has the owner performed any acts or executed any other instrument which might prevent the Provident ~~Life and Accident Insurance~~ National Assurance Company from operating under any of the terms and conditions of this assignment, or which would limit the Provident ~~Life and Accident Insurance~~ National Assurance Company in such operation; and owner further covenants and warrants to Provident ~~Life and Accident Insurance~~ National Assurance Company that it has not executed or granted any modification whatever of said lease, whether orally or in writing, and that the said lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said lease.

Owner hereby assigns any portion of an award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid direct to Provident ~~Life and Accident Insurance~~ National Assurance Company, Chattanooga, Tennessee.

The owner, as additional security, specifically assigns to the Provident ~~Life and Accident Insurance~~ National Assurance Company, any purchase proceeds receivable by reason of the lessee's exercising any first refusal option or any option to purchase the property as may be provided in the above referred to lease, additions, amendments and/or supplements thereto.

Upon payment in full of the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the basic security instrument, this assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this assignment of record.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

IN WITNESS WHEREOF, the owner has executed this assignment by having set his hand and affixed his seal on this 14th day of April 19 83.

Ann P. Chapman (L.S.)

Betty C. Phinnis (L.S.)

IN THE PRESENCE OF:

Ann P. Chapman

Betty C. Phinnis

Mark C. Hendon (L.S.)

Paul L. Heldenmut (L.S.)

Aaron A. Goldsmith (L.S.)

(CONTINUED ON NEXT PAGE)