THE FOLLOWING TERMS AND CONDITIONS APPLY TO, AND ARE A PART OF THE NOTE ON REVERSE SIDE

COLLATERAL. The term Collateral as used herein, shall mean the property which has been or is hereby delivered, pledged, assigned, conveyed and transferred to the Bank together with all proceeds, additions, accessions and substitutions in respect to the above property as if the same had been included in the description herein. The Collateral also includes after acquired property (other than consumer goods).

CREATION OF SECURITY INTEREST. The Undersigned agree(s) that the Bank shall have a lien upon, security title to, and a security interest in the Collateral to secure the payment of this Note and all other Indebtedness or Liability of the Undersigned to Bank, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, due or to become due. The surrender of this Note upon payment or otherwise shall not affect the right of Bank to retain the Collateral for any other Liabilities. Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Bank takes such action for that purpose as the Undersigned shall request in writing, but failure of Bank to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Bank to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by the Undersigned, shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral.

FURTHER WARRANTIES AND COVENANTS OF UNDERSIGNED. Undersigned hereby warrants and covenants that: (a) Except for the security interest granted hereby Undersigned is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Undersigned will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. (b) No Financing Statement covering any collateral or any proceeds thereof is on file in any public office and at the request of Bank Undersigned will join with Bank in executing one or more Financing Statements pursuant to the Uniform Commercial Code in form satisfactory to Bank and will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or [illegible] deemed by Bank to be necessary or desirable. Further, Bank is also hereby granted [illegible] Power of Attorney, which shall be irrevocable so long as [illegible] hereunder, and attaching [illegible] the right to sign Undersigned's name on any Financing Statement on Collateral herein. (c) Undersigned will not [illegible] or otherwise transfer the Collateral or any interest therein without the written consent of Bank. (d) Undersigned will have and maintain insurance at [illegible] with respect to all Collateral against risks of fire (including so-called extended coverage), theft and such other risks as Bank may require, and in the case of [illegible] collision, containing such terms, in such form, for such periods and written by such companies as may be satisfactory to Bank, such insurance to be payable to Bank and Undersigned as their interest may appear; all policies of insurance shall provide for ten days' written minimum cancellation notice to Bank; [illegible] with Bank with certificates or other evidence satisfactory to Bank of compliance with the foregoing insurance provisions, and Bank may act as [illegible] any drafts. (e) Undersigned will keep the Collateral free from [illegible] Undersigned will not use [illegible] Bank may examine and inspect the Collateral at any time wherever located. (f) Undersigned will pay promptly when due all taxes and assessments upon the Collateral [illegible] upon any other notes evidencing the obligations.

[illegible] RIGHTS OF PARTIES. Undersigned agrees that the Bank, at its option, may discharge taxes, liens, or security interests or other encumbrances at any [illegible] the Collateral [illegible] the maintenance and preservation of the Collateral. Undersigned further [illegible] to reimburse Bank on demand, for any such payment made or any such expenses incurred by Bank pursuant to the foregoing authorization.

[illegible] OF DEFAULT. Undersigned shall be in default under this agreement upon the happening of any of the following events or conditions: (a) Default in the [illegible] performance of any obligation, covenant or Liability contained or referred to herein [illegible] evidencing the same. (b) Any warranty, representation [illegible] furnished to [illegible] (c) Loss, theft, substantial damage, destruction, sale [illegible] (d) Death, dissolution, termination of existence [illegible] commencement of any proceeding [illegible] Bank shall feel insecure for any reason [illegible] IN THE EVENT OF [illegible] The Undersigned will pay all [illegible] (c) Holder may exercise from time to time any [illegible] available to Bank including those available under [illegible] require Undersigned to assemble the Collateral [illegible] parties. (e) Bank may at any time, without demand or [illegible] balances [illegible] with Bank, and (f) the Undersigned [illegible] waive presentment, protest and notice of dishonor. If any [illegible] deemed reasonable and properly given if mailed at least [illegible] to the Undersigned either at the address shown below or at any other address of the Undersigned [illegible] Bank. Any proceeds of any disposition of Collateral may be applied by Bank to the payment of expenses in connection with Collateral, as [illegible] and in such order of application as Bank may [illegible] shall operate as a waiver thereof, and no single or partial exercise by [illegible] right or remedy.

[illegible] and no party to this instrument shall be discharged from his [illegible] Undersigned [illegible] against whom the party has, to the knowledge of Bank, a right of [illegible] Bank's interest in the Collateral against such person or otherwise discharge such person.

[illegible] shall execute this Note, the term Undersigned as used herein shall mean all parties signing this Note and each of them, jointly and severally, and [illegible] heirs, executors, administrators, successors and assigns of those parties, and all masculine pronouns shall include the feminine and neuter.

GUARANTY OF PAYMENT

[illegible] the undersigned [illegible] jointly and severally liable hereunder) hereby unconditionally guarantee(s) the payment [illegible] the reverse side hereof and all extensions or renewals thereof, and all expenses (including attorney's fees) incurred in the collection thereof, the [illegible] rights under any security therefor and the enforcement hereof, and waive(s) presentment, demand, notice of dishonor, protest and all other notices [illegible] and agree(s) that the holder of said Note may from time to time extend or renew said Note for any period (whether or not longer than the original period of said [illegible]) from time to time and without notice, sue under, compromise, substitute or exchange all or any part of the Collateral described on the reverse hereof, and may grant any releases, compromises or indulgences with respect to said Note or any extension or renewal thereof or any security therefor or to any party liable [illegible] hereunder (including but not limited to failure or refusal to exercise one or more of the rights or remedies provided by said Note), all without notice to or [illegible] of the undersigned and without affecting the liability of the undersigned hereunder, any of whom may be sued by the holder hereof with or without joining [illegible] other endorsers or makers of this Note and without first or contemporaneously suing such other persons, or otherwise seeking or proceeding to collect from them.

Given under the hand and seal of each of the undersigned.

[illegible] ______________________ } ______________________ (SEAL)

[illegible] ______________________ }

[illegible] ______________________ } ______________________ (SEAL)

[illegible] ______________________ }

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