

claimed by any party through or against the Borrowers, which are not related to this security agreement.

SECTION 4. POSSESSION OF COLLATERAL.

While the Borrowers are not in default hereunder they shall be suffered and permitted to remain in full possession, enjoyment and control of the Collateral and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto, provided always that the possession, enjoyment, control and use of the Collateral shall at all times be subject to the observance and performance of the terms of this Mortgage and Security Agreement and the provisions of the Loan Agreement.

SECTION 5. ASSURANCES AND RECORDATION.

(a) The Borrowers will, at no expense to First National, perform every further act reasonably necessary or proper for the perfection of the mortgage and security interest being herein granted. The Borrowers will cause this Mortgage and Security Agreement and any supplements hereto, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at no expense to First National in such manner and in such places as may be required by law in order fully to preserve and protect the rights of First National hereunder.

(b) The Borrowers upon demand will pay or reimburse First National for all reasonable attorneys' fees, costs and expenses paid or incurred by it in any proceedings or action or dispute of