

policies, taxes, assessments and other charges on the Collateral, and then in the manner hereinafter provided. First National and the receiver shall have access to the books and records used in the operation and maintenance of the Collateral and shall be liable to account only for those rents actually received. First National shall not be liable to the Borrowers, anyone claiming under or through the Borrowers, or anyone having an interest in the Collateral by reason of anything done or left undone by the Borrowers. If the rents of the Collateral are not sufficient to meet the costs of taking control of and managing the Collateral and collecting the rents, First National, at its sole option, may advance moneys to meet the costs. Any funds expended by First National for such purposes shall become indebtedness of the Borrowers to First National, secured by this Mortgage and Security Agreement. Unless First National and the Borrowers agree in writing to other terms of payment, such amounts shall be payable upon notice to the Borrowers requesting payment thereof and to the extent allowed by law shall bear interest from the date of disbursement at the same rate as interest on the Note. The entering upon and taking and maintaining of control of the the Collateral by First National or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of First National hereunder.

In case of any sale of the Collateral or of any part thereof (pursuant to any judgment or decree of any court or otherwise in