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required by law in order fully to preserve and protect the rights of First National hereunder.

(b) The Company 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
any kind affecting the indebtedness secured hereby, this Mortgage
and Security Agreement or the interest created herein or the
Collateral, including, but not limited to, any action to foreclose
this Mortgage and Security Agreement or to enforce payment of the
Note secured hereby and any condemnation action involving the
Collateral or any action to protect the security hereof; and any
such amounts paid by First National shall be added to the
indebtedness secured by the lien of this Mortgage and Security
Agreement.

SECTION 6. DEFAULTS.

Any one or more of the following events shall be an "Event of Default" under this Mortgage and Security Agreement: (a) if and when an Event of Default shall occur under the Loan Agreement, (b) if and when the Company shall breach any covenant or agreement in this Mortgage and Security Agreement or (c) if any warranty or representation of the Company in this Mortgage and Security Agreement shall have been false or misleading when made in any material respect.