- (c) Third, to the payment of the amount, if any, then owing to First National and unpaid under the Loan Agreement or this Mortgage and Security Agreement; and
- (d) <u>Fourth</u>, to the payment of the surplus, if any, to the Borrowers or to whomsoever may be lawfully entitled to receive the same.

No delay or omission of First National to exercise any right or power arising from any default on the part of the Borrowers shall exhaust or impair or constitute a waiver of any such right or power or prevent its exercise during the continuance of such default. No waiver by First National of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided therein. First National may exercise any one or more or all of the remedies hereunder, and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to each and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional mortgage, security, collateral or guaranty for the payment of the indebtedness secured under this Mortgage and Security Agreement operate to prejudice, waive or affect the mortgage and security interest granted by this Mortgage and Security Agreement or any rights, powers or remedies hereunder; nor shall First National be

CONTROL OF THE PROPERTY OF THE