

equity, at law or in bankruptcy, and whether for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper, legal or equitable remedy; and

(f) First National, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of the Collateral and to collect the rents and profits thereof. First National and the receiver shall be entitled to perform all acts allowed to the Assignors under the Lease. All rents collected shall be applied 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 and the receiver shall not be liable to the Assignors, anyone claiming under or through the Assignors, or anyone having an interest in the Collateral by reason of anything done or left undone by the Assignors. 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

