

county or state where they are now located, as specified in Section 6.1 hereinbelow, which notice shall be given, not less than fifteen (15) days before such removal.

4.9 Debtor shall promptly notify Lender of any change in any fact or circumstance (other than the removal referred to in Section 4.8, which requires the advance notice provided for therein) warranted or represented by Debtor in this Agreement or in any other document furnished by Debtor to Lender in connection with the Collateral or the Obligation.

4.10 Debtor shall promptly notify Lender of any claim, action or proceeding affecting title to the Collateral, or any part thereof, or the security interest herein and appear in and defend, at Debtor's expense, any such action or proceeding.

4.11 Debtor, after being requested by Lender, shall promptly pay to Lender all amounts actually incurred by Lender as court costs and attorneys' fees in enforcing this security interest.

4.12 Should Debtor fail to perform any covenant, duty or agreement of Debtor in accordance with its terms hereunder, Lender may perform or attempt to perform such covenant, duty or agreement on behalf of Debtor, and any amount expended by Lender in such performance or attempted performance shall become a part of the Obligation, and shall be payable by Debtor on demand by Lender; provided, that Lender does not assume and shall never have any liability for the performance of any duties of Debtor under or in connection with the Collateral, or any part thereof, or under any transaction, agreement, or contract out of which the Collateral, or any part thereof, may arise.

4.13 Debtor shall not create in favor of anyone, except Lender, any other security interest in the Collateral, or in any part thereof, or otherwise encumber or permit the same to become subject to any lien, attachment, execution, sequestration, or other legal or equitable process, without the prior written consent of Lender, which consent shall not be unreasonably withheld.

4.14 Debtor shall not remove, or permit to be removed, Debtor's records concerning the Collateral from the state where they are presently located.

5.

Default

5.1 The term "default" as used herein means the occurrences of any of the following events:

- (a) The failure of Debtor to satisfy the Obligation, or any part thereof, as and when due in accordance with the terms of the documents which evidence the Obligation or when accelerated pursuant to any power to accelerate; or,
- (b) The failure of Debtor to punctually and properly perform any covenant, agreement, or condition contained herein or in any other security agreement, mortgage, deed of trust, assignment, or contract of any kind securing or assuring payment or performance of the Obligation, or any part thereof; or,
- (c) The occurrence of a default, other than payment of money, with respect to any note, deed of trust, security agreement or other security document or instrument referred to in Exhibit B attached hereto; or,
- (d) The levy against the Collateral, or any part thereof, or any execution, attachment, sequestration, or other writ; or,