

Mortgage and Security Agreement, the Note and the Loan Agreement by suit or suits or proceedings in 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 available under applicable law; 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 and to operate the Collateral and to collect the rents and profits thereof. The receiver shall be entitled to perform all acts necessary and appropriate for the operation and maintenance of the Collateral including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Collateral and the execution or termination of contracts providing for the management or maintenance of the Collateral, all on such terms as are deemed best to protect the security of this Mortgage and Security Agreement. All rents collected pursuant to this paragraph (f) or pursuant to paragraph (c) shall be applied first to the reasonable costs of taking control of and managing the Collateral and collecting the rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Collateral, premiums on insurance