

Collateral by the County or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of the County hereunder.

In case of any sale of the Collateral or of any part thereof (pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Mortgage and Security Agreement), the principal of the Company Note, if not previously due, and the interest accrued thereon, shall at once become and be immediately due and payable; also in the case of any such sale, the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Company Note and any claims for accrued interest and allowable costs unpaid thereon.

The proceeds and avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) Second, to the payment to the County of the amount then owing or unpaid on the Company Note for principal, interest, any penalties or fines and all allowable collection expenses; and in case such proceeds shall be insufficient to pay in full the whole amount so due and owing or unpaid upon the Company Note, with

RECORDED
2008

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