

under this Mortgage operate to prejudice, waive or affect this Mortgage or any rights, powers or remedies hereunder; nor shall the County be required to first look to, enforce or exhaust such other or additional security, collateral or guarantees.

In case the County shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry, foreclosure or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the County, then and in every such case the Company and the County shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the County shall continue as if no such proceeding has been taken.

SECTION 8. RIGHTS OF THE BANK.

The Company acknowledges and consents to the granting by the County to the Bank of a security interest in this Mortgage and in the Company Note and acknowledges and consents to the conditional assignment by the County to the Bank of this Mortgage and the Company Note.

Further, the Company and County acknowledge that this Mortgage is made for the benefit of the Bank and that the Bank shall have all rights and remedies of the County under this Mortgage and shall be entitled to enforce this Mortgage as if it were the County without regard to the separate validity of any other security interest or conditional assignment granted or made by the County. This Mortgage is intended to secure the loan by