

Collateral are not sufficient to meet the costs of taking control of and managing the Collateral and collecting the rents, the County, at its sole option, may advance moneys to meet the costs. Any funds expended by the County for such purposes shall become indebtedness of the Company to the County secured by this Mortgage and Security Agreement. Unless the County and the Company agree in writing to other terms of payment, such amounts shall be payable upon notice from the County to the Company requesting payment thereof and shall bear interest from the date of disbursement at the Adjusted Rate as stated in the Loan Agreement. The entering upon and taking and maintaining of control of the 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 Notes, 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 Notes and any claims for accrued interest and allowable costs unpaid thereon.

4
0090

4328-RV-2