- (c) In the event said Net Proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Lessee will nonetheless complete said work and will pay that portion of the costs thereof in excess of the amount of said Net Proceeds.
- (d) The Lessee shall not, by reason of the payment of such excess costs (whether by direct payment thereof or advances to the County or Mortgagee therefor), be entitled to any reimbursement from the County, or the holder of any of the Notes, or any abatement or diminution of the rents payable under Section 5.3 hereof.
- (e) Any balance of such Net Proceeds remaining after payment of all the costs of such repair, rebuilding or restoration shall, at the option of Mortgagee, be paid to the Mortgagee to be applied against the principal payments on the Series 1980 Note in inverse order of their maturity. If the Series 1980 Note has been fully paid or if the Mortgagee shall not exercise its option to receive such balance of Net Proceeds, all Net Proceeds will be paid to the Lessee.
- SECTION 7.2. Condemnation. Unless title to, or temporary use of, all or substantially all of the Project shall have been taken by condemnation and the Lessee shall elect to exercise its option to purchase pursuant to the provisions of Section 11.2(b) hereof, in the event that title to, or the temporary use of, the Project or any part thereof shall be taken as a result of or in lies of or in