

rate of six per cent (6%) per annum on overdue principal, premium, if any, and interest; and in case such proceeds shall be insufficient to pay the whole amount so due and unpaid on the Bonds then to the payment of such principal, premium, if any, and interest, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest, ratably, in proportion to the aggregate of such principal and accrued and unpaid interest; and then

(3) To the payment of the surplus, if any, to the County, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 7.04. The County, for it and for all who may claim through or under it, hereby expressly waives and releases all rights to have the property covered by the lien of this Indenture marshalled upon any foreclosure sale (the Trustee or any court in which the foreclosure of this Indenture is sought shall have the right to sell the mortgaged property as an entirety in a single parcel in the discretion of the Trustee) and the County covenants that (to the extent permitted by law) it will not at any time insist upon or plead, claim or take any benefit or advantage of any stay or extension law or laws providing for the valuation or appraisal of the mortgaged property prior to any sale or sales thereof nor after any such sale or sales claim or exercise any right to redeem the property so sold and the County (to the extent permitted by law) hereby expressly waives for itself and on behalf of each and every person claiming by, through or under the County all benefit and advantage of any such law or laws.