

to the reasonable costs of taking control of and managing the Collateral and collecting the rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Collateral, premiums on insurance policies, taxes, assessments and other charges on the Collateral, and the costs of discharging any obligation or liability of the Company as lessor or landlord of the Collateral and then in the manner hereinafter provided. The County and the receiver shall have access to the books and records used in the operation and maintenance of the Collateral and shall be liable to account only for those rents actually received. The County shall not be liable to the Company, anyone claiming under or through the Company, or anyone having an interest in the Collateral by reason of anything done or left undone by the Company. If the rents of the 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 Penalty Rate as stated in the Loan Agreement. The entering upon and taking and maintaining of control of the

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