

enforcement of any other or additional mortgage, security, collateral or guaranty for the payment of the indebtedness secured under this Mortgage and Security Agreement operate to prejudice, waive or affect the mortgages and security interests granted by this Mortgage and Security Agreement 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 and Security Agreement 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 to the extent allowed by law 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 proceedings had been taken.

SECTION 8. RIGHTS OF THE BANK.

The Company acknowledges and consents to the granting by the County to C&S and to any subsequent registered owner of the Bond of a security interest in this Mortgage and Security Agreement and the Company Note and acknowledges and consents to the conditional assignment by the County to C&S and to any subsequent registered owner of the Bond of this Mortgage and Security Agreement and the Company Note.

