

Partnership requesting payment thereof and shall bear interest from the date of disbursement at the Prime 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 Partnership Note, 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 Partnership Note and any claims for accrued interest and allowable costs unpaid thereon.

The proceeds and avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of all taxes or assessments except any taxes or assessments subject to which said sale may have been made;

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