

may exercise any one or more or all of the remedies hereunder, and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to each and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or 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 mortgage and security interest 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 Partnership 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 Partnership acknowledges and consents to the conditional assignment by the County to the Bank of this Mortgage and Security Agreement and the Partnership Note.

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