

however, that any such sale shall be held in a commercially reasonable manner, and provided further, that the County shall have received written notice of the proposed sale at least ten days prior to the date set for sale; and

(e) The Bank may proceed to protect and enforce the Anticipation Note and this Security Agreement and Conditional Assignment by suit or suits or proceedings in equity or at law, and whether for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper legal or equitable remedy available under applicable law.

In case of any sale of the Collateral pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Security Agreement and Collateral Assignment, the principal of the Anticipation 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 Anticipation Note and any claims for interest matured and unpaid thereon.

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

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