

wherever it may be found and keep the rents and profits thereof until sold; and

(d) The County may (subject to compliance with any mandatory legal requirements) sell and dispose of said Collateral, or any part thereof, at public or private sale, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the County may determine, and at any place (whether or not it be the location of Collateral or any part thereof), and to whomsoever it shall select (including the County or the Lender), provided, however, that any such sale shall be held in a commercially reasonable manner and otherwise in compliance with applicable law; and

(e) The County may proceed to protect and enforce this Mortgage and Security Agreement, the Company Note and the Loan Agreement by suit or suits or proceedings in equity, at law or in Bankruptcy, and whether for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, 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; and

(f) The County, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the

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