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- (a) <u>First</u>, to the payment of all costs and expenses of foreclosure or suit, if any, and of such sale (including legal expenses and attorneys' fees) incurred or made hereunder by the Bank and payment of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;
- (b) <u>Second</u>, to the payment to the Bank of the amount then owing or unpaid on the Anticipation Note for principal and interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and owing or unpaid upon the Anticipation Note, application shall be made first to unpaid principal thereof and next to unpaid interest thereon; and
- (c) Third, to the payment of the surplus, if any, to the County or to whomsoever may be lawfully entitled to receive the same.

No delay or omission of the Bank to exercise any right or power arising from any default on the part of the County, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Bank of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. The Bank 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