

Conditional Assignment, the principal of both the 1981 Bond and the 1982 Bond, 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 1981 Bond and the 1982 Bond 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 (according to the respective original face amounts of the 1981 Bond and the 1982 Bond):

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

(b) Second, 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 to the payment to the Bank of the amount then owing or unpaid on the 1981 Bond and the 1982 Bond 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 1981 Bond and the 1982 Bond with application to be made first to allowable collection costs, second to unpaid interest thereon, and