

TO HAVE AND TO HOLD all and singular the said Premises unto the said County, its successors and assigns forever, provided always, however, that this Mortgage is granted upon the express condition that, if the Company shall pay or cause to be paid all amounts payable under the Company Notes, the Loan Agreement, the Company Security Agreement and this Mortgage, then this Mortgage shall cease and shall become null and void; otherwise, this Mortgage shall remain in full force and effect.

SECTION 3. WARRANTY OF TITLE.

The Company covenants that it is lawfully seized of the Premises hereinabove described in fee simple absolute, that it has good right thereto and is lawfully authorized to sell, convey or encumber the Premises, and that the Premises are free and clear of all liens except liens for taxes not yet due and unfiled mechanics' and materialmen's liens. The Company further covenants to warrant and forever defend all and singular the said Premises unto the County and the successors or assigns of the County from and against the Company and all persons whomsoever lawfully claiming the same or any part thereof. The Company also agrees that it will, in its individual capacity and at its own cost and expense, promptly take such action as may be necessary duly to discharge any liens, encumbrances or taxes on the Premises, which are or will be claimed by any party through or against the Company and which are not related to the Company Security Agreement, this Mortgage or the transactions described in the Loan Agreement (excepting only the second position lien held by The First National