

appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto.

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 Note, the Loan Agreement and this Mortgage and Security Agreement, then this mortgage shall cease and shall become null and void; otherwise, this mortgage shall remain in full force and effect. Furthermore, this mortgage is subject and subordinate to the mortgages and encumbrances described on Schedule II and to all utility easements, rights of way and restrictions which may or may not appear of record (the "Prior Encumbrances").

The Company covenants that it is lawfully seized of the Premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the Premises are free and clear of all prior liens except liens for taxes not yet due and the Prior Encumbrances. The Company further covenants to warrant and forever defend all and singular the said Premises unto the County forever from and against the Company and all persons whomsoever lawfully claiming the same or any part thereof.

SECTION 3. GRANT OF SECURITY INTEREST.

(a) Subject to the provisions of Section 3(b) of this Mortgage and Security Agreement, the Company does hereby convey,