

all amounts payable under the Partnership 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.

The Partnership 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 liens. The Partnership further covenants to warrant and forever defend all and singular the said Premises unto the County forever from and against the Partnership and all persons whomsoever lawfully claiming the same or any part thereof. The Partnership 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 and encumbrances on the Premises which are or will be claimed by any party through or against the Partnership and which are not related to this Mortgage and Security Agreement or the transactions described in the Loan Agreement.

SECTION 3. GRANT OF SECURITY INTEREST

The Partnership does hereby convey, warrant, mortgage, pledge, assign and grant to the County, its successors and assigns, and the County does hereby accept, a security interest in and to all and singular of the Partnership's right, title and interest in and to the Premises.