

The County, its successors and assigns shall have and hold the Premises forever; provided, always, however, that this security interest is granted upon the express condition that if the Partnership shall pay or cause to be paid all amounts payable under the Partnership Note, the Loan Agreement and this Mortgage and Security Agreement, then the security interest hereby granted shall cease and be discharged; otherwise this security interest shall remain in full force and effect.

SECTION 4. POSSESSION OF COLLATERAL.

While the Partnership is not in default hereunder it shall be suffered and permitted to remain in full possession, enjoyment and control of the Collateral, and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto, provided always that the possession, enjoyment, control and use of the Collateral shall at all times be subject to the observance and performance of the terms of this Mortgage and Security Agreement and the provisions of the Loan Agreement.

SECTION 5. ASSURANCES AND RECORDATION.

(a) The Partnership will, at no expense to the County, perform every further act reasonably necessary or proper for the perfection of the mortgage and security interest being herein granted. The Partnership will cause this Mortgage and Security Agreement and any supplements hereto, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at no expense to