

which the County is made a party or appears as a party affecting the indebtedness secured hereby, this Mortgage or the interest created herein or the Premises, including, but not limited to, any action to foreclose this Mortgage or to enforce payment of the Company Note secured hereby and any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by the County shall be added to the indebtedness secured by the lien of this Mortgage.

SECTION 5. POSSESSION OF COLLATERAL.

While the Company is not in default hereunder it shall be suffered and permitted to remain in full possession, enjoyment and control of the Premises 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 Premises shall at all times be subject to the observance and performance of the terms of this Mortgage.

SECTION 6. DEFAULTS AND OTHER PROVISIONS.

An "Event of Default" shall occur under this Mortgage: (a) if and when there shall be a default by the Company under the Loan Agreement or the Company Note, (b) if and when the Company shall breach any covenant or agreement in this Mortgage, or (c) if and when any warranty of the Company in this Mortgage shall have been false or misleading when made in any material respect.