

Company and delivered to the County, naming the County as payee (the "Company Note"), substantially in the form attached as Exhibit C to the Loan Agreement, dated as of September 15, 1983, among the County, the Bank and the Company (the "Loan Agreement");

and (b) That certain Mortgage and Security Agreement, between the County, as mortgagee/secured party, and the Company, as mortgagor/debtor, dated as of September 15, 1983, in substantially the form attached as Exhibit D to the Loan Agreement, and all amendments thereto (the "Mortgage and Security Agreement"); and

(c) All proceeds payable to the County from disposition by it of the Company Note and the Mortgage and Security Agreement;

(d) All amounts payable to the County under the Company Note and the Mortgage and Security Agreement.

The things described in (a) through (d), inclusive, hereinafter collectively shall be termed "Collateral."

The Bank, its successors and assigns, and the subsequent registered owners of the Bond shall have and hold the Collateral forever; provided always, however, that this security interest is granted upon the express condition that if the County shall pay or cause to be paid all amounts payable to the registered holders of the Bond under the Bond, the Loan Agreement, and this Security Agreement and Conditional Assignment, then the security interest hereby granted shall cease and be discharged; otherwise it shall remain in full force and effect.

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