

been duly submitted as provided in the Loan Agreement, C&S shall be permitted to do so, so long as the Company satisfies the requirements of Section 6 of the Loan Agreement. The Company will, at no cost to the County, pay to C&S any reasonable administrative charge imposed by such bank with respect to the Construction Fund.

While the Company is not in default hereunder it shall be suffered and permitted to remain in full possession, enjoyment and control of the Collateral other than the aforementioned obligations and the Construction Fund, 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 Company will, at no expense to the County, perform every further act reasonably necessary or proper for the perfection of the mortgages and security interests being herein granted. The Company 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 the County in such manner and in such places as may be required by