

AND, the Mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the Mortgagee, its successors and assigns, from and against itself and its successors and assigns.

AND IT IS AGREED, by and between the parties hereto, that each and every covenant herein made is predicated upon the condition that any obligation for the payment of money incurred by the Mortgagor shall not create a pecuniary liability of the Mortgagor or a charge upon its general credit or against its taxing powers, but shall be payable by the County solely from the lease rentals derived from or in connection with the Project or from the proceeds derived from the sale of the Bonds, which are required to be set apart and are hereby specifically pledged to the payment thereof and nothing in the Note or in this Mortgage shall be considered as pledging any other funds or assets of the Mortgagor.

Reference is made to the provisions of Sections 8.5 and 11.3 of the Lease Agreement, whereby the Mortgagor and the Lessee have reserved the right to withdraw certain portions of the Leased Land (as defined in the Lease Agreement) upon compliance with the terms and conditions of the Lease Agreement. It is agreed, by and between the parties hereto, that the Mortgagee shall release from the lien of this Mortgage any such land upon compliance with the provisions of the Lease Agreement.

Reference is made to the provisions of of Section 8.6 of the Lease Agreement, whereby the Lessee may grant easements and take other action

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