800x1528 PAGE 545

D

Ju

S

A CONTRACTOR OF THE PARTY OF

THE PERSON NAMED IN THE PE

Mortgage by the County or by anyone on its behalf or with its written consent to the Mortgagee, which is authorized to receive any and all such property at any and all times and to hold and apply the same, subject to the terms of this Mortgage.

TOGETHER WITH all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises unto the said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Chicago, Illinois, its successors and assigns, forever.

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 convenant 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