

and any buildings, structures, improvements or fixtures now or hereafter to be placed on that land, unto the County and the successors or assigns of the County from and against the Hospital and all persons whomsoever lawfully claiming the same or any part thereof. The Hospital also agrees that it will, in its individual capacity and at its own cost and expense, promptly take such action as may be necessary duly to discharge any liens and encumbrances on the Premises, with the same exception as noted in the previous sentence, which are or will be claimed by any party through or against the Hospital and which are not related to the Hospital Security Agreement, this Mortgage or the transactions described in the Loan Agreement.

SECTION 4. FURTHER ASSURANCES.

(a) The Hospital will, at no expense to the County, perform every further act reasonably necessary or proper for the perfection of the mortgage in the Premises being herein granted. The Hospital will cause this Mortgage 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 law in order fully to preserve and protect the rights of the County hereunder.

(b) The Hospital will pay or reimburse the County for all reasonable attorneys' fees, costs and expenses incurred by the County and/or the Bank in any proceedings or action or dispute of

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