

SECTION 3. WARRANTY OF TITLE.

The Company covenants that it is lawfully seized of the Premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the Premises are free and clear of all liens except liens for taxes not yet due and unfiled mechanics' and materialmen's liens. The Company further covenants to warrant and forever defend all and singular the said Premises unto the County forever from and against the Company and all persons whomsoever lawfully claiming the same or any part thereof. The Company 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 which are or will be claimed by any party through or against the Company and which are not related to the Company Security Agreement, this Mortgage or the transactions described in the Loan Agreement.

SECTION 4. FURTHER ASSURANCES.

(a) The Company will, at no expense to the County, perform every further act reasonably necessary or proper for the perfection of this Mortgage in the Premises being herein granted. The Company will cause this Mortgage and any supplements hereto, and/or 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