

(b) All buildings, structures and improvements now located on the land described in Schedule I or afterwards erected on that land; and

(c) All wiring, air-conditioning and plumbing, heating equipment and other fixtures now located on the land described in Schedule I or afterwards erected on that land,

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto.

TO HAVE AND TO HOLD all and singular the said Premises unto the said County, its successors and assigns forever, provided always, however that this mortgage is granted upon the express condition that, if the Company shall pay or cause to be paid all amounts payable under the Company Notes, the Loan Agreement and this Mortgage and Security Agreement, then this mortgage shall cease and shall become null and void; otherwise, this mortgage shall remain in full force and effect.

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 except lien granted by the Company to the County to secure the First Company Note. The Company further covenants to warrant and forever defend all and

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