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become subject to the lien of this Mortgage. The Mortgagor shall execute, acknowledge and deliver to the Mortgagee any documents and instruments which the Mortgagee may reasonably request from time to time for the better assuring, conveying, assigning, transferring, confirming or perfecting the Mortgagee's security and rights under this Mortgage.

- 47. <u>Further Assurances</u>. The Mortgagor shall execute, acknowledge and deliver any further documents and instruments which the Mortgagee may request from time to time for the better assuring, conveying, assigning, transferring, confirming or perfecting the Mortgagee's security and rights under this Mortgage.
- anything required to be observed, performed or fulfilled, or to be given to the Mortgagee pursuant to this Mortgage, including but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal or insurance policy, the Mortgagee shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereby by the Mortgagee.
- 49. <u>Prepayment</u>. The Mortgagor shall have the right at any time and from time to time to prepay the Obligations in whole or in part without penalty but with interest to each date of prepayment.
- 50. <u>Definitions</u>. The following terms shall, for all purposes of this Mortgage, have the respective meanings herein specified unless the context otherwise requires:
 - (a) The "Mortgagor" shall mean the mortgagor herein named and subject to the restrictions set forth in this Mortgage any subsequent owner or owners of the Property and its or their respective successors and assigns;