

paid within ten (10) days after demand therefor by the Mortgagee shall bear interest at the Default Rate from the date of such demand. In case any action, suit or proceeding is brought against the Mortgagee by reason of any such occurrence, the Mortgagor, upon request of the Mortgagee, will, at the Mortgagor's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by the Mortgagor and approved by the Mortgagee, as the case may be.

43. Notice Upon Acceleration. Whenever the Mortgagee in this Mortgage is given the option to accelerate the maturity of all or part of this Mortgage debt upon a Default, the Mortgagee may, to the extent permitted by law, do so without prior notice or demand to or upon the Mortgagor except as otherwise specifically provided herein.

44. Mortgagor's Representations. The Mortgagor represents and warrants that: (a) the Board of Directors of the Mortgagor, by proper corporate action, which has not been modified or revoked, has duly authorized the execution and delivery of this Mortgage by the officer or officers of the Mortgagor who have executed and delivered this Mortgage; (b) the consent to such execution and delivery by the shareholders of the Mortgagor has been received; (c) the consent of any governmental body, agency or entity is not required in connection with the execution and delivery of this Mortgage; (d) the execution, delivery, and performance by the