

47. No Representations. By accepting or approving anything required to be observed, performed or fulfilled, or to be given to the Mortgagee pursuant to this Mortgage including, without limitation, 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 thereto by the Mortgagee.

48. Discharge of Mortgage. If the Mortgagor shall well and truly pay and perform the Obligations at the time and times, and in the manner mentioned in the Loan Documents and shall well and truly abide by and comply with each and every term, covenant and condition set forth in the Loan Documents, then this conveyance shall be and become null and void and shall be discharged at the expense of the Mortgagor.

49. Certain Definitions. 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 any subsequent owner or owners of the Property and its or their respective successors and assigns;