

deemed indebtedness secured by this Mortgage and any such amounts which are not 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.

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

45. Corporate Authority. 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 and the Certificate of Incorporation of the Mortgagor does not require a vote or the consent of shareholders to authorize the execution and delivery of this Mortgage, and (b) the consent of any govern-