

gagor'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.

39. 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 upon a default as defined in paragraph 20, 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.

40. Corporate Authority. The Mortgagor represents and warrants that 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 that such execution and delivery does not require a vote or consent of the shareholders of the Mortgagor.

41. After Acquired Property. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by the Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. The Mortgagor shall execute, acknowledge and deliver to the Mortgagee any documents and in-

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