

Mortgagee in respect of this Mortgage or the indebtedness secured hereby. All amounts payable to the Mortgagee under this Paragraph 43 shall be payable on demand and shall be 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 Interest Rate from the date of such demand. In case any action, suit or proceeding is brought against the Mortgagee by reason of any occurrence described in this Paragraph 43, 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 which approval shall not be unreasonably withheld.

44. Notice Upon Acceleration. Whenever the Mortgagee in this Mortgage is given the option to accelerate the maturity of all or part of the Obligations, 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 or in the Loan Documents.

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

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