

struments which the Mortgagee may reasonably request from time to time for the better assuring, conveying, assigning, transferring, confirming or perfecting the Mortgagee's security and rights under this Mortgage.

42. No Representation by Mortgagee. By accepting or approving anything required to be observed, performed or fulfilled, or to be given to the Mortgagee pursuant to this Mortgage, including (but not limited to) 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.

43. Obligations Not Secured by Stock. The Mortgagor represents to the Mortgagee that the Obligations are not also secured, directly or indirectly, by "margin securities" or "stock" as defined, respectively, in Regulation G and Regulation U issued by the Board of Governors of the Federal Reserve System.

44. Late Charge. If any payment under this Mortgage shall be made after the due date of such payment, a "late charge" of four cents for each dollar of such payment shall become immediately due to the Mortgagee as liquidated damages