

non-principal payment (except payments specifically stated in the Note to be "interest"), including without limitation prepayment premiums and late charges, shall be deemed, to the extent permitted by law, to be an expense, fee, premium or penalty rather than interest.

35. Subsidence and Physical Damage to Mortgaged Premises. In case of any subsidence or the threat of the subsidence on the surface or of any physical damage to the Mortgaged Premises, the Mortgagee shall have the right to expend such sums to as in its judgment may be necessary or desirable to protect the Mortgaged Premises from damage by reason thereof and to add the cost and expenses thereof to the unpaid balance of the Loan, and all sums so expended shall bear interest at the interest rate set forth in the Note, and all sums so expended or interest thereon shall be secured hereby; or, in the alternative, Mortgagee may, in its discretion, declare the indebtedness to be due and payable upon notice to Mortgagor.

36. Further Assurances. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or refiled, at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge in accordance with the Loan Security Documents or perfect, continue and preserve the obligations of Mortgagor under the Note and this Mortgage or any other Loan Security Document, and the lien of this Mortgage as the first and prior lien upon all of the Mortgaged Premises, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages,