

36. Additional Security. Without notice to or consent of the Company, and without impairment of the lien and rights created by this Mortgage, the Mortgagee may accept (but the Company shall not be obligated to furnish) from the Company, or from any other person or persons, additional security for the Notes at the time outstanding. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent the Mortgagee from resorting, first, to such additional security, or, first, to the security created by this Mortgage, in either case without affecting the lien and rights of the Mortgagee, the Beneficiaries, or any other holders of the Notes under this Mortgage.

37. Further Assurances. The Company at its expense will execute, acknowledge and deliver all such instruments and take all such action as the Mortgagee or any Beneficiary from time to time may reasonably request for the better assuring to the Mortgagee and each holder of the Notes of the properties and rights now or hereafter subjected to the lien hereof or intended so to be.

38. Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity of other terms of this Mortgage shall in no way be affected thereby.

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39. Defeasance, Partial Release, etc. If the Company shall pay the principal of and the premium, if any, and interest on the Notes in accordance with the terms thereof and hereof, and if all other sums payable hereunder by the Company and all other terms hereof and of the Notes required to be complied with by the Company shall have been duly paid and complied with, then this Mortgage shall be null and void and of no further force and effect and shall be released by the Mortgagee upon the written request and at the expense of the Company, and all moneys at the time held by the Mortgagee as part of the Mortgaged Property shall be paid over to the Company or as the Company may direct. If (a) the Lessee shall elect to purchase any Property pursuant to the terms of section 12 or 13 of the Lease upon the Total Destruction or Total Taking of such Property or shall be required