

under any statute heretofore or hereafter enacted, by the United States of America or by any State or otherwise, to redeem the property so sold or any part thereof; and the Company hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Company, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property marshaled upon any foreclosure thereof.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. Whenever used in this Mortgage, the terms listed below shall have the meanings here specified unless the context otherwise specifies or requires:

(a) "Person" means an individual, a partnership, a corporation, a trust, an unincorporated association or organization and a government or any department or agency thereof.

(b) "Permitted Encumbrances" means:

(1) Rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license or permit or by any provision of law to terminate such right, power, franchise, grant, license or permit or to purchase, condemn or appropriate or to designate a purchaser of the Property;

(2) Rights reserved to or vested in any municipality or public authority to control or regulate the use of the Property, provided that the exercise of such right would not materially impair the use or materially affect the value of the Property for the purposes for which it is held by the Lessee;

(3) Liens for the taxes, assessments, levies, fees, rents, charges, duties, imposts, claims and demands mentioned in Section 1.09 which are not at the time delinquent and which may at such time be paid without interest or penalty or liens