

exercise all the rights and powers with respect to the Mortgaged Property set forth in this paragraph 13.

As used herein, "Mortgage Event of Default" shall mean a default by the Company, Guarantor and/or Mortgagor in any of their obligations under this Mortgage, the Mortgages (as such term is defined in the Amendment Agreement), the 1983 Mortgages (as such term is defined in the Amendment Agreement), the Credit Agreement, the Note Agreement, the Amendment Agreement, the 1984 Mortgages (a such term is defined in the Credit Agreement), the Interest Notes and the 1983 Interest Notes referred to in paragraph 1 or in respect of the Letters of Credit or the New Letters of Credit.

14. Application of Moneys. All moneys received by the Agent from the exercise of the remedies provided for in paragraph 13 shall be applied as follows:

First: to the proper costs and expenses of taking, holding, managing and selling the Mortgaged Property;

Second: to the payment of the Obligations secured hereby which at the time are due and payable; and

Third: any balance then remaining, after the payment in full of the Obligations secured hereby, to the Mortgagor.

15. Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Agent is intended to be exclusive of any other right or remedy, and every right shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law, in equity or otherwise, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Agent and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

16. Delay or Omission Not a Waiver. No delay or omission of the Agent to exercise any right or remedy accruing upon any Mortgage Event of Default shall impair any such right or remedy or constitute a waiver of any such Mortgage Event of Default or an acquiescence therein. Every right and remedy given by this Mortgage or by law to the Agent may be