

9.19 "Obligation" shall have the meaning as specified in Section 2 hereof.

9.20 "Permitted Exceptions" shall have the meaning specified in Paragraph 1.2 hereof.

9.21 "Personal Property" shall have the meaning specified in paragraph 4.1 hereof.

9.22 "Premises" shall have the meaning specified in Paragraph 1.1 hereof.

9.23 "Rents" shall have the meaning as specified in Paragraph 3.1 hereof.

9.24 "Required Banks and Holders" shall mean Banks and Holders holding more than 50% of the "Letters of Credit Outstanding," the "Unutilized Commitment" (both terms as defined in the Bank Credit Agreement) and the outstanding principal amount of the loans under the Bank Credit Agreement and the Senior Notes.

9.25 "Required Lender" shall mean Lenders holding more than 66-2/3% of the outstanding principal balance of the loans under the Loan Agreement.

9.26 "Restoration Account" shall have the meaning as specified in subparagraph 5.3(c) hereof.

9.27 "Securities Purchase Agreement" shall have the meaning specified in Paragraph D of the Recitals in this Mortgage.

9.28 "Security Interest" shall have the meaning as specified in Paragraph 4.1 hereof.

9.29 "Senior Note Indenture" shall have the meaning specified in Paragraph D of the Recitals in this Mortgage.

SECTION 10. GENERAL PROVISIONS

10.1 The acceptance of this Mortgage by Mortgagee shall not be considered a waiver of or in any way to affect or impair any other security that Mortgagee may have, acquire simultaneously herewith, or hereafter acquire for the payment or performance of the Obligation, nor shall the taking by Mortgagee at any time of any such additional security be construed as a waiver of, or in any way to affect or impair the security of this Mortgage; Mortgagee may resort, for the payment or performance of the Obligation, to its several securities therefor in such order and manner as it may determine.