

Trustee and the Corporate Trustee, jointly, or by the Individual Trustee alone, as may be required by the law of such jurisdiction.

41. Definitions. As used in this Mortgage the following terms have the following respective meanings:

Assignment: the Assignment of Lease and Consent, dated as of the date hereof, among the Company, the Lessee and the Mortgagee, assigning all of the Company's right, title and interest in, to and under the Lease, including the rents and other sums payable to the Company thereunder, as security for the Notes of the Present Series, as such Assignment may be amended or supplemented from time to time, and containing the consent to such assignment and certain covenants of the Lessee.

Beneficiary: each original holder of the Notes of the Present Series named in Schedule E attached hereto and each original holder of the Notes of either other Series at any time secured hereby (by supplement hereto or otherwise) so long as any such original holder continues to hold a majority in principal amount of the Notes of such Series originally held by it, each successor holder (by transfer, merger, consolidation or otherwise) of all of the Notes of such Series held by any such original holder, or the Mortgagee in the circumstances set forth in section 35.

Company: Clark-Owens Oil Corp., an Indiana corporation, and any successor or successors to its obligations hereunder.

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Corporate Trustee: Fidelity Union Trust Company, a New Jersey corporation, and any successor corporate trustee at the time acting as such under the Trust Agreement.

Default: any condition or event which constitutes or which, after notice or lapse of time or both, would constitute an Event of Default.

Event of Default: as defined in section 21.

Individual Trustee: S. A. Clark, and any successor individual trustee or trustees acting as such under the Trust Agreement.

Lease: as defined in paragraph (c) of the granting clauses hereof.

Lessee: Clark Oil & Refining Corporation, a Wisconsin corporation, and any successor or successors to its obligations as lessee under the Lease.