

Properties of such Mortgagor, insuring Mortgagee's interest as holder of a direct lien of record on such Mortgaged Properties, subject only to Permitted Exceptions, in an aggregate net amount equal to the market value of such real property. All proceeds received by Mortgagee in respect of any loss under any such title insurance policy, or under any title insurance policy delivered to Mortgagee in substitution therefor or in replacement thereof, shall be held by Mortgagee as additional security for the Notes and shall be applied as provided in the Intercreditor Agreement.

26. *Additional Security.* Without notice to or consent of any Mortgagor, and without impairment of the lien and rights created by this Mortgage, Mortgagee may accept from any Mortgagor, 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 Mortgagee from resorting, first, to such additional security, or, first, to the security created by this Mortgage, in either case without affecting Mortgagee's lien and rights under this Mortgage.

27. *Individual Trustee.* The Individual Trustee has been joined hereunder in order to comply with any legal requirements respecting trustees under mortgages of property in the State of Missouri. If, under any present or future law in the State of Missouri, the Corporate Trustee shall be incompetent or unqualified to act hereunder with respect to any of the Mortgaged Properties in the State of Missouri, then all the acts required to be performed in the State of Missouri hereunder with respect to such property shall be performed by the Individual Trustee acting alone. Unless the Corporate Trustee shall be incompetent or unqualified so to act, the Individual Trustee shall not take any action hereunder except upon the written direction of the Corporate Trustee. Notwithstanding any other provision of this Mortgage, the Individual Trustee shall have no rights, powers, trusts, duties or obligations with respect to any of the Mortgaged Properties located outside of the State of Missouri. In case the Individual Trustee shall die, become incapable of acting, resign or be removed, the title to the Mortgaged Properties, and all rights, powers, trusts, duties and obligations of the Mortgagee shall, so far as permitted by law, vest in and be exercised by the Corporate Trustee, unless and until a successor Individual Trustee shall be appointed in the manner provided in the Trust Agreement.

28. *Further Assurances.* Each Mortgagor at its expense will execute, acknowledge and deliver all such instruments, including without limitation, financing statements, and take all such other action as Mortgagee may from time to time reasonably request for the purpose of further assuring to Mortgagee the properties and rights now or hereafter subjected to the lien hereof or intended so to be.

29. *Defeasance and Partial Release, etc.* If the Company shall pay or cause to be paid the principal of and interest on the Notes, in each case in accordance with the terms thereof, and if the Mortgagors shall pay or cause to be paid all other sums payable hereunder by the Mortgagors and shall comply with all the terms, conditions and requirements hereof, then this Mortgage shall be null and void and of no further force and effect and shall be released by Mortgagee upon the written request and at the expense of the Mortgagors. Upon the release of this Mortgage, Mortgagee, on the written request and at the expense of the Mortgagors, will execute and deliver such proper instruments of release and satisfaction as may reasonably be requested to evidence such release, and any such instrument, when duly executed by Mortgagee and duly recorded in the places where this Mortgage is recorded, shall conclusively evidence the release of this Mortgage.

30. *Certain Definitions.* In addition to capitalized terms defined directly or by reference elsewhere herein, the following terms have the following respective meanings:

*Impositions:* all taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all penalties or interest thereon), which at any time may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Mortgaged Properties or any part thereof or any rents, issues,

0277

4328 RV.27