

the case of telex notice sent over a telex owned or operated by a party hereto, when sent, addressed to Mortgagor or Mortgagee, as the case may be, at their respective addresses first indicated herein or at such other address as any of the parties hereto may hereafter specify in writing to the other, except that any communication with respect to a change of address shall be deemed to be given or made when received by the party to whom such communication was sent. No other method of giving notice is hereby precluded.

5. Mortgagor shall (i) pay all fees and expenses incurred in connection with the filing, recording or registration of all documents and instruments required to be filed, recorded or registered in order to create, perfect and/or maintain the first lien and prior security interest of Mortgagee in the Mortgaged Premises and (ii) indemnify, pay and hold Mortgagee and the Banks harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against Mortgagee or the Banks in any way relating to or arising out of this Mortgage other than in connection with any of the foregoing resulting from the gross negligence or willful misconduct of Mortgagee or the Banks.

6. In addition to the execution of this instrument, Mortgagor has executed and delivered as security for the indebtedness evidenced by the Note (i) deeds of trust on parcels of real property located in Missouri (hereinafter the "Other Locations"), and (ii) a security agreement covering the interest of Mortgagor as mortgagee under a leasehold mortgage covering property located in California (such collateral, together with any and all other property now or hereafter granted to Mortgagee pursuant to the terms of the Loan Agreement, the "Other Collateral"). Mortgagor agrees that in the event that the Loans shall become due and payable pursuant to Article II, Mortgagee may proceed against the real property in the Other Locations or against the Other Collateral, in such order as Mortgagee in its sole discretion may determine, and Mortgagor hereby waives, to the extent permitted by applicable law, the benefit of any statute or decision relating to the marshalling of assets which is contrary to the foregoing. Any sale of any such property may be made in one or more parcels as Mortgagee shall elect. Upon any sale made under or by virtue of this instrument, whether made under any power of sale herein or therein granted or under or by virtue of judicial proceedings, or of a judgment or decree of foreclosure and sale, any purchaser shall be entitled to use and apply the Note evidencing the indebtedness hereby secured, and the amount of interest accrued thereon or any part thereof, by presenting such Note in order that there may be credited thereon to the payee of said Note the net proceeds of such sale after the deduction of all costs, expenses, compensations and other charges to be paid therefrom as herein provided; and thereupon such purchaser shall be credited on account of such price payable by it, with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, said Note on account of principal and interest; and if

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