

income, profits or earnings therefrom or any estate, right or interest therein, (b) any occupancy, use or possession of or sales from the Mortgaged Properties or any part thereof, or (c) any of the Mortgagors or any of their respective properties, assets, income or profits.

*Insurance Requirements:* all terms of each insurance policy and requirements of the issuers of all such policies applicable to or affecting the Mortgaged Properties or any part thereof or any use or condition of the Mortgaged Properties or any part thereof or any business conducted by any Mortgagor.

*Legal Requirements:* all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Mortgaged Properties or any part thereof or any of the streets, alleys, passageways, sidewalks, curbs or gutters adjoining the Mortgaged Properties or any part thereof or any use or condition of the Mortgaged Properties or any part thereof.

*Taking:* a taking, conveyance or sale of all or any part of the Mortgaged Properties or any interest therein or right accruing thereto, as a result of, or in lieu or anticipation of, the exercise of the right of appropriation, confiscation, condemnation or eminent domain, or any change of grade affecting the Mortgaged Properties or any part thereof.

31. *Notices, etc.* All notices and other communications hereunder shall be in writing and shall be delivered or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to any Mortgagor, c/o the Company, at 7711 Bonhomme Avenue, St. Louis, Missouri 63105, or at such other address as the Company shall have furnished to Mortgagee in writing or (b) if to Mortgagee, at One Federal Street, Boston, Massachusetts 02211, or at such other address as Mortgagee shall have furnished to the Company in writing, or (c) if to any holder of a Note, at such address as such holder shall have furnished to the Company and Mortgagee in writing, or, until an address is so furnished, to and at the address of the last holder of such Note so furnishing an address to the Company and Mortgagee.

32. *Miscellaneous.* On request the Company will furnish to Mortgagee or any holder of Notes a written statement of the amount due hereunder. This Mortgage shall be binding upon the Company and each Mortgagor and its successors and assigns, and all persons claiming under or through any of them or any such successor or assign, and shall inure to the benefit of and be enforceable by Mortgagee and its successors and assigns and the holders of the Notes at the time outstanding. This Mortgage may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. The headings in this Mortgage are for purposes of reference only and shall not limit or define the meaning hereof.

IN WITNESS WHEREOF, the Mortgagors have caused this Mortgage to be executed and delivered by their respective officers thereunto duly authorized.

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