

the Corporate Trustee) acting as or appointed by the Mortgagee by an endorsement thereon in the following form, and shall not be valid unless so presented or certified:

"For the purpose only of complying with the provisions of Section 443.050, Revised Statutes of Missouri, 1959, as amended, the undersigned (being a bank or trust company duly authorized to do a trust business), hereby certifies that this Note is one of the 10 3/8% Secured Notes, Series C-2 due 1990 described in and secured by the Mortgage and the Assignment referred to in such Note.

(Name of Bank or Trust Company)

By....."

(Title)

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2. Title to Properties; Authority, etc. The Company represents and warrants that it is the absolute owner of the legal and beneficial title to each of the Properties, and that it has good and lawful right and authority to execute this Mortgage and to mortgage the Properties and its interest under the Lease as provided herein. The Company at its expense will warrant and defend to the Mortgagee and its successors and assigns, for the benefit of the holders of the Notes, such title to the Properties and the lien and interest of the Mortgagee on and in the Properties and the Lease against all claims and demands and will maintain and preserve such lien so long as any of the Notes are outstanding.

3. Title Insurance; Proceeds Therefrom. The Company has delivered, or has caused the Lessee to deliver (or will do so on or before April 1, 1971) to the Mortgagee title insurance policies satisfactory to the Mortgagee insuring the Mortgagee's interest under this Mortgage as the holder of a first mortgage and deed of trust lien of record on the Properties, subject to no mortgage, lien, lease, charge, encumbrance, pledge, conditional sale or other title retention agreement, encroachment or other defect other than Permitted Exceptions, in an aggregate amount at least equal to the original aggregate principal amount of the Notes of the Present Series. All proceeds received by the Mortgagee for any loss under any of such policies will be held by the Mortgagee as a part of the Mortgaged Property.

4. Recordation, etc. The Company at its expense will at all times cause this Mortgage, each deed to it covering any of the Properties, the Lease (or memoranda thereof), the Assignment,