
TITLE: Deed Of Trust

DATE: _____

Please return deed to Grantee:

GRANTEE (S): County of Jefferson
C/O Economic Development Corporation of Jefferson
County
Attn: Rosalie C. Buchanan-Bloecher
P. O. Box 623,
Hillsboro, Missouri 63050

GRANTOR: _____

LEGAL DESCRIPTION:

Known and numbered as:

SECOND DEED OF TRUST AND SECURITY AGREEMENT

(FUTURE ADVANCES SECURED HEREBY PURSUANT TO §443.055 OF THE
REVISED STATUTES OF MISSOURI UP TO A MAXIMUM PRINCIPAL
AMOUNT OF _____ AND A FIXTURE FILING
PURSUANT TO §400.9-402 OF THE REVISED STATUTES OF MISSOURI)

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made and entered into as of this _____ day of _____, 20____ by and among Borrower(s), (a single person; husband and wife; tenants in common, etc.), hereinafter referred to as "Grantor"), having as his/her/their address Street Address, City Missouri, 631____, and Rosalie C. Buchanan-Bloecher, ("Trustee"), of the Economic Development Corporation of Jefferson County, administrator of the County of Jefferson, having as a mailing address P. O. Box 623, Hillsboro, Missouri 63050, a body politic and corporate of the State of Missouri, acting through the St. Louis County Department of Planning ("Grantee").

WITNESSETH:

NOW, THEREFORE, Grantor, in consideration of the debt herein described and secured by this Deed of Trust, of Grantor to Grantee, and in consideration of Ten Dollars (\$10.00) in hand paid, and the debt and trust herein described and created by this Deed of Trust, does by these presents GRANT, BARGAIN AND SELL, CONVEY and CONFIRM unto the Trustee, in trust, nevertheless, certain real estate situated in the County of Jefferson, State of Missouri, more particularly described as below:

More commonly known as:

SUBJECT, however, to rights-of-way, easements, covenants and restrictions now of record and that First Deed of Trust as of even date in favor of _____ recorded in the records of the County of Jefferson on _____, as Daily No. _____ ("Prior Mortgage"). TOGETHER WITH (1) all buildings, improvements, and fixtures now or hereafter existing upon said real estate, (2) all of the hereditaments, easements, licenses, water rights and permits, appurtenances, uses, issues and profits thereof, reversion or reversions, remainder or remainders, royalties accrued or to accrue under all oil, gas or mineral leases, (3) all right, title and interest, including the right to receive the same, in and to all proceeds of insurance paid or payable as a result of damage or destruction of said real estate and any awards which may be made with respect to said real estate as a result of the exercise of the right to eminent domain and any

other damage or injury to or decrease in the value of said real estate, and (4) all estate, right, title and interest of Grantor in and to every part and parcel thereof (hereinafter collectively referred to as the "Mortgaged Premises"),

TO HAVE AND TO HOLD the Mortgaged Premises, with all rights, appurtenances, and privileges now or hereafter thereunto belonging unto the Trustee, and the Trustee's successors and assigns in trust forever, possession of the Mortgaged Premises being hereby granted and conveyed to the Trustee.

Grantor also grants and transfers to Grantee a security interest in the equipment, fixtures and personal property, including but not limited to all screens, awnings, shades, blinds, curtains, draperies, carpets, heating, lighting, plumbing, ventilating, air-conditioning, refrigerating, incinerating, and elevator plants, stoves, ranges, refrigerators, washers, dryers and similar appliances, television cable installations, vacuum cleaning systems, call and telephone systems, fire alarms, sprinkler systems and other fire prevention and extinguishing apparatus and materials, and security systems and locks and any construction materials whether or not incorporated into the Mortgaged Premises, now owned or hereafter acquired by Grantor and located upon or intended to be used in, on or about the Mortgaged Premises, and in all accessories, parts, and accessions attached to or used in connection therewith and cash and noncash proceeds thereof and in all right, title and interest of Grantor in all plans, specifications, drawings, computations, sketches, test data, survey results, models, photographs, renderings of or relating to the Mortgaged Premises or the improvements thereon; and Grantor also grants and transfers to Grantee a security interest in any general intangibles and other materials (collectively, the "Chattel Property"). This Deed of Trust constitutes a "security agreement" as that term is used in the Uniform Commercial Code.

This Deed of Trust secures the payment of any and all present and future indebtedness, obligations and liabilities of Grantor to Grantee for money loaned, evidenced by a promissory note of even date herewith in the principal amount of \$_____ (the "Note"), executed by Grantor and payable to the order of Grantee. This conveyance is also made to secure any additional amounts, which Grantee may be permitted to advance now or hereafter (i) to preserve and protect the lien and encumbrance hereof, or (ii) according to the terms of this Deed of Trust, pursuant to Section 443.055 of the Revised Statutes of Missouri. (All of which amounts, obligations and indebtedness, whether or not evidenced by the Note being sometimes hereinafter referred to as the "Obligations.") The Obligations shall not be deemed extinguished, nor shall the lien of this Deed of Trust be released, by virtue of the fact that the Obligations are reduced to zero at any time or from time to time or because any of said promissory notes, credit agreements, or other instruments or agreements, if any, may at any time not evidence an Obligation actually outstanding.

Grantor covenants and agrees (all covenants and agreements of Grantor herein being joint and several):

1. Occupancy. Grantor shall occupy the Mortgaged Premises as Grantor's primary residence and shall not lease the Mortgaged Premises nor collect rents, income or profits for this purpose.

2. Payment of Obligations. Grantor shall pay the Obligations in accordance with the terms specified in documents evidencing the Obligations.

3. Title of Grantor. Except for the lien of the Prior Mortgage, Grantor represents and warrants that it has good and valid fee simple title to the Mortgaged Premises and the Chattel Property free and clear of all restrictions, encumbrances, liens and claims except those easements, rights-of-way and restrictions now of record and those of the Prior Mortgage. Grantor will make, at its expense, any further assurances of title that Grantee may reasonably require. Grantor will, at its expense, warrant and defend all such title and the lien and security interest of this Deed of Trust against all claims and demands and will maintain and preserve such lien and security interest so long as all or any portion of the Obligations are outstanding and shall fully and timely pay and perform any and all obligations under the Prior Mortgage.

4. Payment of Taxes. Before they become delinquent, Grantor will pay all taxes, assessments, charges and liens of any kind, general or special, which are now due or which may become due and payable on the Mortgaged Premises or any part thereof, and will submit to Grantee evidence of the timely payment of such taxes, assessments and charges upon the request of Grantee. Grantor may elect in good faith to contest any tax, assessment, charge or lien on the Mortgaged Premises in which event it may permit such items to remain unsatisfied and undischarged during the period of such contest and appeal therefrom. However, Grantee may require that such tax, assessment, charge or lien be secured by posting with the Grantee or appropriate court of record a bond in form and amount satisfactory to Grantee or that an endorsement in form satisfactory to Grantee be applied to the Grantee's title insurance policy unconditionally insuring against any loss incurred in connection with liability for such tax, assessment, charge or lien.

5. Insurance. Grantor will procure and maintain in effect at all times, with respect to the Mortgaged Premises and Chattel Property and with such insurance companies and in form and amounts as are acceptable to and approved by Grantee, (i) hazard insurance, covering such hazards as Grantee may reasonably require, including, without limitation, earthquake, hurricane, and tornado insurance and insurance for vandalism and malicious mischief, and (ii) public liability insurance. All such policies shall name Grantee as mortgagee and additional insured, as its interest may appear, and amounts recoverable under any such policy are hereby assigned to Grantee and, in the event of a loss, each insurance company concerned is authorized and directed to make payment for such loss directly to Grantee alone. Grantee is authorized to adjust and compromise such loss proceeds without the consent of Grantor and to collect, receive and receipt such proceeds in the name of Grantor and Grantee, and to endorse Grantor's name upon any check in payment of loss. This power granted shall be deemed coupled with an interest and shall be irrevocable. All or any loss proceeds payable to Grantee hereunder may, at the option of Grantee, be applied in any one or more of the following ways: (a) applied to the Obligations, whether or not then due or payable, (b) applied to fulfill any of the covenants of Grantor contained herein, (c) applied to the replacement or restoration of the Mortgaged Premises and Chattel Property, or (d) released to Grantor. Notwithstanding anything to the contrary contained herein, provided Grantor is not in default hereunder, such insurance proceeds shall be used to restore or repair the Mortgaged Premises and Chattel Property if the holder of the Prior Mortgage also elects to apply such proceeds to such restoration or repair, unless Grantee, in its sole discretion, determines that there are insufficient proceeds to fully restore or repair the Mortgaged Premises and Chattel Property and Grantor does not, within thirty (30) days, after delivery of written notice to Grantor of such determination, provide to Grantee such additional funds as Grantee deems necessary or appropriate, when added to such insurance proceeds, to fully effect such repair or restoration. All of the policies of insurance shall be held by Grantee as additional security and, in the event of a sale of the Mortgaged Premises upon foreclosure, all right, title and interest of Grantor in and to such policies of insurance shall pass to the purchaser at such sale. Each insurance policy provided for above shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Grantee without first giving written notice thereof to Grantee at least thirty (30) days in advance of such cancellation or modification. All insurance policies issued pursuant to the foregoing, or certificates evidencing such policies, shall be deposited with Grantee. Notwithstanding anything contained herein to the contrary, it is recognized that the mortgagee under the Prior Mortgage may have certain rights and claims to any such proceeds, as its respective interest may appear.

6. Repair and Inspection. Grantor will keep the Mortgaged Premises and Chattel Property in good repair and condition at all times and will not commit waste or allow waste to be committed. Grantor will not commit or allow the commission of any violation of any law, regulation, ordinance or contract affecting the Mortgaged Premises or the Chattel Property and will not commit or allow any demolition, removal, or material alteration of any of the buildings or improvements, including fixtures, constituting a part of the Mortgaged Premises without the prior written consent of Grantee. Grantee shall at reasonable times during normal business hours, subject, however, to the rights of tenants, have free access to the Mortgaged Premises for the purposes of inspection and the exercise of any of its rights under this Deed of Trust.

7. Failure to Repair. If Grantor shall neglect or refuse to keep the Mortgaged Premises and Chattel Property in good repair, to maintain and pay the premiums for insurance, to pay and discharge all taxes, assessments and charges of every kind assessed against the Mortgaged Premises or Chattel Property, to pay in full all valid claims of contractors, subcontractors, materialmen, laborers or suppliers which if not paid, may reasonably result in the filing of a mechanic's or materialman's lien upon the

Mortgaged Premises, to fully and timely pay and perform all obligations under the Prior Mortgage, or default in any other of its covenants, all as provided for under the Note and this Deed of Trust, Grantee may, at its option, cause such repairs to be made, obtain such insurance, pay such taxes, assessments and charges, pay said valid claims, or perform said covenants of Grantor, and any amounts paid as a result thereof, together with interest thereon from date of payment as specified by Grantee at (i) the highest post-maturity rate provided for in any document evidencing the Obligations, or (ii) if none is so provided for, the then highest lawful contract rate of interest ("Default Rate") shall be immediately due and payable by Grantor to Grantee, and until paid shall be added to and become a part of the Obligations and shall be secured hereby, and shall be a lien on the Mortgaged Premises prior to any right, title or interest claimed upon the Mortgaged Premises subordinate to the lien of this Deed of Trust. Any such payments by Grantee shall not be deemed to relieve Grantor from any default hereunder, the exercise by Grantee of the right to make such payments shall be optional with Grantee, and Grantee shall not in any case be liable to Grantor for failure to exercise any such right. In addition to the rights set forth above, if at any time Grantee, in Grantee's sole discretion, desires that the amount required to be paid for premiums for insurance and taxes, assessments and similar charges be escrowed, Grantor shall immediately deposit that amount required by Grantee in such escrow account as Grantee shall so designate; provided, however, that such escrow account shall not be a trust account nor an interest bearing account.

8. Assignment and Use of Condemnation Proceeds. Grantor hereby assigns to Grantee, and this Deed of Trust secures, all awards or payments, including any interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Premises as a result of (a) the exercise of the right of eminent domain by any public or quasi public authority, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Mortgaged Premises. Grantor agrees to execute and deliver upon ten (10) days prior written request such further instruments as may be reasonably requested by Grantee to confirm this assignment and sufficient for the purpose of assigning all proceeds from such awards or payments to Grantee. Grantee is authorized, at its option, to collect and receive such awards or payments to the extent of the Obligations from the authority making the same and to give proper receipts therefor, and may, at Grantee's election, use such awards or payments in any one or more of the following ways: (i) apply the same or any part thereof to the indebtedness secured hereby whether or not then due or payable, (ii) use the same or any part thereof to replace or restore the Mortgaged Premises taken or injured, or (iii) release the same to Grantor. Notwithstanding anything to the contrary contained herein, provided Grantor is not in default hereunder or under the Note, such award or payment shall be used to replace or restore the Mortgaged Premises taken or injured, provided the holder of the Prior Mortgage also elects to apply such awards or payments to such replacement or restoration, unless Grantee, in its sole discretion, determines that there are insufficient proceeds from such awards and payments to fully restore or repair the Mortgaged Premises and Grantor does not, within thirty (30) days, after delivery of written notice to Grantor of such determination, provide to Grantee such additional funds as Grantee deems necessary or appropriate, when added to such insurance proceeds, to fully effect such replacement or restoration. Grantee is authorized, at its option, to appear in and prosecute in its own name any such action or proceeding or, with consent, and joinder of Grantor, to make any compromise or settlement in connection with such taking or injury. All reasonable attorneys' fees, costs and disbursements incurred by Grantee in connection with the collection of such awards or payments shall be payable by Grantor, shall be secured by this Deed of Trust, and may be first paid from any such award or payment proceeds.

9. Legal Fees of Grantee. If Grantee incurs any costs and expenses, including reasonable attorneys' fees, in connection with any action or proceeding or threatened action or proceeding, to sustain the lien of this Deed of Trust or its priority or to enforce any of its rights hereunder or to recover any indebtedness secured hereby, or for any title examination or title insurance policy relating to title to the Mortgaged Premises, all such sums shall within ten (10) days after written demand be paid by Grantor, together with interest thereon at the Default Rate as defined above. Such sums shall be secured by this Deed of Trust and shall be a lien on the Mortgaged Premises prior to any right, title or interest claimed upon the Mortgaged Premises subordinate to the lien of this Deed of Trust.

10. No Personal Liability of Grantor. The covenant of Grantor to pay principal and interest is included in the Note for the purpose of establishing and continuing the existence of the indebtedness. However, it is a condition of said covenant and those contained herein that in the event of default under the terms thereof, Grantee shall take no action against Grantor, its successors or assigns, except as may

be necessary to subject to the satisfaction of the indebtedness the Mortgaged Premises described herein, and Grantor, its successors or assigns assume no personal liability for said indebtedness except as herein set forth.

11. Advances of Grantee. Grantor will pay all sums which if not paid may result in the acquisition or creation of a lien on the Mortgaged Premises and/or the Chattel Property. Grantee may, at its option and upon failure of Grantor to pay such sums, after having given Grantor notice of such failure and a reasonable opportunity to cure same, advance all or part of such sums, and all sums advanced by Grantee shall be secured by this Deed of Trust and be immediately payable by Grantor to Grantee and shall bear interest at the Default Rate.

12. Prior Mortgage. The rights of Grantee hereunder are subject to rights of the holders of Prior Mortgage. Grantor covenants and agrees to comply with all the terms and provisions of the Prior Mortgage on the part of grantor named therein to be complied with. Any uncured default in the performance of any term or provision contained in the Prior Mortgage (except a default by reason of the execution, delivery and recordation of this Deed of Trust), or any default in the payment of the indebtedness and obligations secured thereby (including, without limitation, payments due upon acceleration of the indebtedness and obligations secured by the Prior Mortgage by reason of the execution, delivery and recordation of this Deed of Trust), whether or not waived, shall constitute an immediate Event of Default under the terms hereof, and in such case Grantee may, but need not, make any payment or perform any act deemed necessary or desirable by Grantee, in its sole discretion, and may, but need not, make full or partial payment of principal or interest or other charge secured by any Prior Mortgage, or purchase, discharge, compromise or settle any Prior Mortgage, or redeem from any sale or forfeiture affecting the Mortgaged Premises. All sums advanced or expended in connection therewith shall be immediately due and payable by Grantor to Grantee, shall bear interest at the Default Rate from the date of payment until paid and shall be added to and become a part of the Obligations. Grantor further covenants and agrees that, to the extent the Grantee pays any installments of principal or interest or any other sums due or which are paid pursuant to the provisions of any Prior Mortgage, Grantee shall become entitled to a lien on the Mortgaged Premises hereunder equal in rank and priority to such Prior Mortgage, and in addition, to the extent necessary to make effective such rank and priority, (i) Grantee shall become subrogated to and receive and enjoy all the rights, liens, powers and privileges granted to the mortgagee under such Prior Mortgage, and (ii) such Prior Mortgage shall remain in existence for the benefit of and to secure further the Obligations.

13. Events of Default. It shall be an Event of Default hereunder if Grantor shall default in the performance of any of the covenants or provisions of this Deed of Trust or the Note entered into as of the date hereof between the Grantor and the Grantee, the Obligations or any other agreement or assignment securing the Obligations, or if Grantor shall at any time deliver or cause to be delivered to Grantee or the Trustee a notice pursuant to the Revised Statutes of Missouri electing to terminate the effectiveness of the lien of this Deed of Trust as security for advances made or obligations incurred after the date of receipt of such notice or if Grantor shall fail to promptly pay when due all notes, or to perform all covenants in the Prior Mortgage. Upon the occurrence of an Event of Default, Grantee may, at its option and without notice or demand to Grantor, take immediate possession of the Mortgaged Premises and Chattel Property, with or without appointment of a receiver or application thereof, and let the same either in its own name or in the name of Grantor, and receive the issues and profits thereof and apply the same, after payment of all necessary charges and expenses including commissions for collection or management services, to the indebtedness secured by this Deed of Trust.

14. Changes in Tax Law. In the event of the passage after the date of this Deed of Trust of any law in the State of Missouri, deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or in the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Deed of Trust or the Note, the holder of this Deed of Trust and of the debt which it secures shall have the right to declare the Obligations due on a date to be specified by not less than thirty (30) days written notice to be given to Grantor by such holder, provided, however, that such election by the holder shall be ineffective if Grantor is permitted by law to pay the whole of such tax or is permitted by law to pay the whole of such tax in addition to all other payments hereunder and if Grantor, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against the Mortgaged Premises, and such agreement shall constitute a modification to this Deed of Trust.

15. No Waiver. Any failure or delay by Grantee to insist upon the strict performance of any of the terms or provisions of this Deed of Trust or the Note shall not be deemed a waiver of any of the terms and provisions of this Deed of Trust or the Note, and Grantee, notwithstanding any such delay or failure, shall have the right to insist upon the strict performance by Grantor of any and all terms and provisions of this Deed of Trust and the Note to be performed by Grantor. Any waiver by Grantee of any default of Grantor hereunder must be explicitly stated in writing signed by Grantee, and any such waiver shall not be deemed a waiver of other defaults or of the same default in the future.

16. Amendment, Extension or Renewal. Grantee may, at its option, extend the time for the payment of the Obligations, or reduce the payments of principal or interest thereon, or accept a renewal note or notes therefor, without the consent of any endorser or guarantor, and any such extension, reduction or renewal shall not affect the priority of this Deed of Trust or impair the security hereof in any manner, or release, discharge or affect in any manner the liability of Grantor or any endorser or guarantor, except in accordance with the strict terms and tenor of any such extension, reduction or renewal, and regardless of whether Grantor consents to any such extension, reduction or renewal where a subsequent owner of the Mortgaged Premises and Grantee are parties to any such extension, reduction or renewal.

17. Release. Any part of the Mortgaged Premises and Chattel Property may be released by Grantee from the lien and security interest of this Deed of Trust without affecting the lien and security interest hereby created as to the remainder. Grantee may take additional security for the indebtedness secured hereby without releasing or impairing the security of this Deed of Trust. Grantee may resort for the payment of the indebtedness secured hereby to any other security therefor held by Grantee in such order and manner as Grantee may elect.

18. Hold Harmless. Grantor agrees to indemnify and hold harmless the Grantee from and against any claim, liability, expenses or cause of action arising out of Grantor's ownership of the Mortgaged Premises, Grantor's use and occupancy of the Improvements, the construction by Grantor of the Improvements and the mortgaging of the Mortgaged Premises and the Improvements to Grantee.

19. Security Interest. This Deed of Trust shall constitute a security agreement under the Missouri Uniform Commercial Code creating a security interest in favor of Grantee in the Chattel Property. Upon the occurrence of any Event of Default hereunder or under the Note or under any assignments executed in connection therewith, Grantee shall, at its option and without notice or demand, be entitled to enter upon the Mortgaged Premises to take immediate possession of the Chattel Property. Upon request, Grantor shall assemble and make the Chattel Property available to Grantee at a place designated by Grantee which is reasonably convenient to both parties. Grantee may propose to retain the Chattel Property in partial satisfaction of the indebtedness secured hereby or sell all or any portion of the Chattel Property at public or private sale in accordance with the Uniform Commercial Code as adopted in Missouri or in accordance with the Uniform Commercial Code as adopted in Missouri or in accordance with the foreclosure advertisement and sale provisions under this Deed of Trust. Grantor agrees that a commercially reasonable manner of disposition of the Chattel Property upon a default shall include, without limitation and at the option of Grantee, the sale of the Chattel Property, in whole or in part, concurrently with a foreclosure sale of the Mortgaged Premises in accordance with the provisions of this Deed of Trust. In the event the Grantee shall dispose of any or all of the Chattel Property after default, the proceeds of disposition shall be applied in the following order: (a) to the expenses of retaking, holding, preparing for sale, selling and the like; (b) to the reasonable attorney's fees and legal expenses incurred by Grantee; and (c) to the satisfaction of the Obligations. Grantor hereby waives any right of redeeming the Chattel Property.

20. Bankruptcy. In addition to the Events of Default specified herein, it shall be an immediate Event of Default hereunder if Grantor or any guarantor or surety of Grantor becomes insolvent, or makes an assignment for the benefit of creditors, or files a petition under the federal bankruptcy laws or if a petition is instituted against Grantor or any guarantor or surety of Grantor to place any of them in involuntary bankruptcy proceedings or for the appointment of a receiver or trustee for any of their respective properties and such petition is not discharged within sixty (60) days, or if the Mortgaged Premises are seized under any writ or process of court or by any trustee or receiver, or if any change is made in the proportionate ownership of Grantor, or, if any guarantor or surety of Grantor should die or be adjudicated incompetent.

21. Release of Deed of Trust. If all of the Obligations are paid when due and all of Grantor's covenants and agreements under this Deed of Trust and the Note are performed in full, then these presents shall be void and this Deed of Trust shall be released at the cost of Grantor.

22. Remedies of Grantee. Upon an Event of Default under this Deed of Trust, the Note or any other document or instrument now or hereafter additionally securing the Obligations, Grantee may, at its option and without notice or demand to Grantor, take immediate possession of the Mortgaged Premises and Chattel Property, with or without appointment of a receiver or application thereof, perform or cause to be performed any and all of the work and labor necessary to complete any improvements, being constructed on the Mortgaged Premises substantially in accordance with the plans and specifications thereof and may employ watchmen to protect the Mortgaged Premises from depreciation or injury. Grantee, at its option, may also use all drawings, specifications, computations, sketches, test data, survey results, models, photographs, renderings and other material relating to any such improvements. Grantee may, at its option, advance the proceeds of the loan evidenced by the Note or any part thereof to any contractor, subcontractor or any person furnishing labor, material, fixtures or equipment in connection with any such improvements on the Mortgaged Premises. In the event the improvements have been completed at the time Grantee takes possession of them, Grantee may either sell the same either in its own name or in the name of Grantor, and receive the issues, sale proceeds and profits thereof, as the case may be, and apply the same, after payment of all necessary charges and expenses including commissions for marketing, collection or management services, to the indebtedness secured by this Deed of Trust. Said issues, sale proceeds and profits, as the case may be, are hereby assigned to Grantee and Grantor hereby grants Grantee a security interest in all of Grantor's right, title and interest in the same. To implement the rights of Grantee hereunder, Grantor hereby irrevocably appoints Grantee its true and lawful attorney-in-fact, with full power of substitution in the premises and upon the occurrence of an Event of Default to complete any improvements being constructed on the Mortgaged Premises, to deal with any contractor, architect, subcontractor or engineer for any and all purposes in connection therewith in the name of Grantor, to pay all bills and expenses incurred thereby and Grantor hereby empowers Grantee as attorney-in-fact to act for Grantor as follows: (i) to use any funds of Grantor, including the balance of the loan proceeds, as the same is evidenced by the Note, for the purpose of completing any improvements on the Mortgaged Premises; (ii) to complete such improvements substantially in accordance with any plans and specifications thereof and in connection therewith to employ such contractors, agents, architects and inspectors as shall be required to so do; (iii) to pay, settle or compromise all existing bills and claims which may be or become liens against the Mortgaged Premises or improvements thereon, or as may be necessary or desirable for completion of such improvements or for the clearance of title to the Mortgaged Premises; (iv) to execute all applications, certificates or instruments in the name of Grantor which may be required by any governmental authority or contract, and to do any and every act which Grantor might do in its own behalf; (v) to manage, market, and let, as the case may be, the Mortgaged Premises and the improvements thereon and to collect any management fees, sales proceeds, issues or profits, as the case may be, with full power to bring suit for the collection of the same; and (vi) to do and perform all and every act necessary to be done to effect those rights set forth in (i) through (v) immediately preceding. It is further understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest and cannot be revoked. Grantee, as attorney-in-fact of Grantor, shall also have the power to pay any amounts of costs which are to be (but are not) paid by Grantor hereunder or in connection with the construction of any improvements on the Mortgaged Premises and to prosecute and defend any actions and proceedings in connection with any such improvements and the Mortgaged Premises, including actions by or against any contractor or architect, and to take such action and require such performance under any surety bond or other obligation or to execute in the name of Grantor such further bonds or obligations as may be reasonably required in connection with the work. Grantor hereby assigns and quit claims to Grantee all sums not advanced under the Note conditioned upon the use of such sums in trust for the completion of any improvements being constructed on the Mortgaged Premises, such assignment to become effective only upon an Event of Default. Any amounts paid or advanced by Grantee in excess of the obligation evidenced by the Note shall, nevertheless, be considered part of the obligations and shall be secured hereby to the same extent said proceeds are secured. Notwithstanding anything contained herein to the contrary, the power of attorney granted pursuant to this paragraph and assignments made in connection herewith shall not be construed as an obligation upon Grantee to complete any such improvements or make any repairs upon the Mortgaged Premises or to act as such attorney-in-fact, and the Grantee, and its agent, shall not be liable for other than active malfeasance in the event of its actions hereunder or its management or possession of the Mortgaged Premises. Moreover, no failure on the part of Grantee to exercise and no

delay in exercising any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Grantee of any right hereunder preclude any further exercise thereof, or the exercise of any other right. Each and every right granted hereunder or in connection herewith or to which Grantee is entitled in law or equity shall be deemed cumulative and may be exercised from time to time.

23. Foreclosure. In addition to the rights set forth above in Paragraph 20 hereof, upon an Event of Default under this Deed of Trust, the Obligations or any other agreement or assignment additionally securing the Obligations, then the Obligations then remaining unpaid shall, at the option of Grantee, become immediately due and payable regardless of maturity, without notice or demand, and this Deed of Trust shall remain in force, and the Trustee (or successor Trustee appointed by Grantee in its sole discretion or by the Circuit Court if none is so appointed) shall, after receiving notice of the election and demand for sale from the Grantee, proceed to sell the Mortgaged Premises as one parcel in its entirety or any part thereof, either in mass or in parcels, at the Jefferson County Courthouse in the County of Jefferson, State of Missouri or such other location as such sales are customarily held, to the highest bidder for cash, first making or causing to be made or given such demands or notices of the time, terms and place of sale, and a description of the property to be sold, by advertisement published and as is provided by the laws of the State of Missouri then in effect, and upon sale, the Trustee shall (subject to any applicable statutory periods and rights of redemption) execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed, in relation to the nonpayment of the Obligations, existence of the Obligations, notice of advertisement, sale and receipt of the proceeds of sale, shall be presumptive evidence of the truth of such statements or recital, and the Trustee shall receive the proceeds of such sale out of which the Trustee shall pay: First, the cost and expenses of executing this trust, including compensation to the Trustee and to any attorneys employed by the Trustee or the Grantee for their services; second, to the Grantee, upon the usual vouchers therefor, all amounts paid for insurance, taxes, lien claims, and other payments made by Grantee as provided herein, with interest thereon at the Default Rate; third, the amount due on the Obligations then due and unpaid; fourth, the amount due on any junior encumbrances, with interest; fifth, the remainder of such proceeds, if any, shall be paid to Grantor. The Grantee may bid and become purchaser at any sale under this Deed of Trust. Any sale of the Mortgaged Premises under this Deed of Trust shall, without further notice, create the relation of landlord and tenant at sufferance between the purchaser and Grantor or any person holding possession of the Mortgaged Premises through Grantor, and upon failure of Grantor or such person to surrender possession thereof immediately, Grantor or such person may be removed by a writ of possession of the purchaser in any Court having venue.

The Trustee may sell and convey the Mortgaged Premises under the power aforesaid, although the Trustee has been, may now be or may hereafter be attorney or agent of the Grantee in respect to the loan made by the Grantee evidenced by the Obligations or this Deed of Trust or in respect to any matter of business whatsoever.

The Trustee hereby lets the Mortgaged Premises to Grantor until a sale be had under the foregoing provisions, upon the following terms and conditions, such letting being to wit: Grantor and every and all persons claiming or possessing the Mortgaged Premises, or any part thereof, by, through or under Grantor shall pay rent therefor during said term at the rate of one cent per month, payable monthly upon demand, and shall surrender immediate peaceable possession of said premises, to the purchaser thereof, under such sale, without notice or demand therefor. Should possession not be surrendered as provided for herein the purchaser shall be entitled to institute proceedings for possession as aforesaid.

Except to the extent contrary to law, Grantor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Premises, (ii) any exemption, under and by virtue of any statute of the State of Missouri, and (iii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made in collecting the Obligations, and Grantor hereby agrees and contracts that the laws of the State of Missouri, save as above excepted, now in force relative to the collection of the Obligations and the application to the payment thereof, are expressly adopted and made a part hereof.

In any action or proceeding to foreclose this Deed of Trust, Grantee shall be at liberty to apply, without notice, for the appointment of a receiver for the rents and profits of the Mortgaged Premises, and shall be entitled to the appointment of such a receiver as a matter of right without regard to the value of

the Mortgaged Premises as security for the indebtedness due Grantee or the solvency of any person, or corporation, liable for the payment of such indebtedness.

The rights of Grantee under this Deed of Trust and the Note shall be separate, distinct and cumulative and none of them shall be in exclusion of the others and shall be in addition to the rights and remedies of Grantee at law or in equity. No act of the Grantee shall be construed as an election to proceed under any one provision to the exclusion of any other provision.

Grantor, upon request of Grantee, shall certify, by a writing duly acknowledged to Grantee or to any proposed assignee of this Deed of Trust, the amount of principal and interest then owing on this Deed of Trust, and the Obligations, whether any offsets or defenses exist against the Obligations. Such certificate shall be executed and delivered to Grantee within ten (10) days of such request.

24. Notices. Any provision in this Deed of Trust requiring or permitting notice or demand or request shall be deemed satisfied by written notice personally served on Grantor or Grantee, as the case may be, or when mailed by U.S. first class mail, postage paid, addressed to the principal business address of Grantor or Grantee, as the case may be, as set forth on the first page of this Deed of Trust or as hereafter designated in writing as address for notice hereunder by the one party to the other; provided, however, that any notice given by Grantor to Grantee electing to terminate operation of this Deed of Trust as security for future advances or future obligations pursuant to the Revised Statutes of Missouri shall be deemed received by Grantee for purposes thereof only upon actual receipt of such notice by Grantee and any request by Grantor for creation of an Obligation under the Note shall be deemed a representation by Grantor that no such notice has been given.

25. Governing Law. This Deed of Trust is to be governed by the laws (statutory and decisional) of the State of Missouri. In the event Grantor shall at any time deliver or cause to be delivered to Grantee a notice pursuant to the Revised Statutes of Missouri electing to terminate the operation of this Deed of Trust as security for future advances or future obligations made or incurred after the date of such notice, then upon receipt of such notice Grantee (and the holder of the Obligations if other than Grantee), except as otherwise provided by law, shall have no further obligation under this Deed of Trust or the Note to advance monies to or for the account of Grantor, notwithstanding anything in this Deed of Trust or the Note to the contrary.

26. Resignation or Removal of Trustee. Trustee may resign at any time by written instrument to that effect delivered to Grantee. By instrument properly executed, acknowledged and filed for record in the office of the Recorder of Deeds in the County where this Deed of Trust is recorded, Grantee may (for any reason satisfactory to Grantee and whether or not Trustee has resigned by an instrument placed of record) appoint a successor Trustee, who from and after the filing of such appointment shall become vested with the title to the Mortgaged Premises in trust and shall have all the powers, authority and duties vested in Trustee by this Deed of Trust. In the event any foreclosure advertisement is running or has run at the time of such appointment of a successor Trustee, the successor Trustee may consummate the advertised sale without the necessity of republishing such advertisement. The making of oath or giving of bond by Trustee or any successor Trustee is expressly waived.

27. Severability. The terms and provisions of this Deed of Trust are severable. In the event any term hereof, or any application hereof, shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms of this Deed of Trust, and/or any other application of such term, shall remain in full force and unaffected hereby.

28. Successors and Assigns. The covenants herein contained shall bind, and the benefits shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto, and the term Grantee shall include any payee of the Obligations or any transferee thereof whether by operation of law or otherwise.

29. Capitalized Terms. All capitalized terms not otherwise herein shall have the same meaning ascribed to said terms in the Agreement.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first above written.

GRANTOR(s):

Purchaser's Name

STATE OF MISSOURI)
) ss.
COUNTY OF JEFFERSON)

On this _____ day of _____, 20____ before me, a Notary Public in and for said state, personally appeared _____ and _____, known to me to be the person(s) who executed the within instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: