

DEED OF TRUST

THIS DEED, Made and entered into this ____ day of _____, by and between _____ (Grantor), party of the first part, and Chicago Title Company (Trustee) party of the Second part, and United States Fire Insurance Company, a Delaware Corporation, (Grantee) party of Third part, Grantees mailing address is 157 Main Street, Greenville, PA 16125.

WITNESSETH: That the party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of One Dollar to be paid by the said party of the third part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm unto the said party of the third part the following described Real Estate situate in the County of _____ in the State of Missouri.

and possession of said premises now delivered unto said party of the third part.

TO HAVE AND TO HOLD THE SAME, with the appurtenances, to the said party of the third part, and to their successors hereinafter designated, and to the assigns of them and their successors forever:

IN TRUST, HOWEVER, For the following purposes: **WHEREAS**, the said Grantor on the _____ day of _____, _____ make and deliver to United States Fire Insurance Company and their promissory note, a copy of which is attached hereto marked as Exhibit "A" and incorporated herein by reference.

NOW THEREFORE, If the said party of the first part, or anyone for him/her shall well and truly pay off and discharge the debt and interest expressed in the said Note

and every part thereof, when the same becomes due and payable, according to the true tenor, date and effect of said note, Then This Deed shall be void, and the property hereinbefore conveyed shall be released at the cost of the said party of the first part, but should the said first party fail or refuse to pay the said debt or the said interest or any part thereof, when the same or any part thereof shall become due and payable, according to the true tenor, date and effect of said Note, then the whole shall become due and payable and this deed shall remain in force, and the said parties of the third part may proceed to sell the property herein before described or any part thereof, at public venue to the highest bidder at the West front door of the _____ County Courthouse, _____ County, Missouri in for cash, first giving legal notice of the time, terms and place of sale and of the property to be sold, by advertisement in some newspaper printed and published in the County of _____ and upon such sale shall execute and deliver a deed in **FEE SIMPLE** of the property sold to the purchaser of the purchasers thereof: and receive the proceeds of said sale, and any statement of facts or recital by the said Trustee, in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of the money and execution of the deed to the purchaser shall be received as prima facie evidence of such fact; and such Trustee shall out of the proceeds of such sale pay first, the cost and expenses of executing this trust, including legal compensation to the Trustee for his services; and next, he shall apply the proceeds remaining over to the payment of said debt and interest, or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said party of the first part or their legal representatives. And the said parties of the third part covenant faithfully to perform and fulfill the trust herein created, not being liable for any mischance occasioned by others.

In case of the inability or refusal to act, or temporary or permanent absence from said State of Missouri of said parties of the third part, or of any successor trustee, when any advertisement and sale are to be made hereunder, then the holder of said Note may, by written instrument duly executed, acknowledged and recorded, appoint a successor trustee who shall, for the purposes of that advertisement and sale, succeed to the title and powers of party of the third part hereunder.

IN WITNESS WHEREOF, The said first party has hereunto set his/her hand the day and year first above written.

Printed Name:

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, _____ before me, _____, a Notary Public, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as her free act and deed. And the said _____ further declares himself/herself to be single.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ County, Missouri the day and year last above written.

My commission expires:

Notary Public in and for said County

Exhibit "A"

PROMISSORY NOTE

\$_____

For Value Received, We, promises to pay United States Fire Insurance Company, a Delaware Corporation, the sum of _____ (**\$**_____), with interest from this date at the rate of 10 percent per annum at _____, _____. Said indebtedness is due upon bond forfeiture and/or non-payment of premium or any expenses incurred with the bond of _____ thirty (30) days after demand or payment thereof.

If default is made in payment or performance when due, then all the monies due shall become due and payable at once. If payment is not tendered upon said date it is due, United States Fire Insurance Company, Reserves the right to foreclose on the property on which a mortgage was executed at the time of execution of this promissory note, under the conditions of said Deed of Trust.

Printed Name: