

---

Space Above Reserved for Recorder's Use Only

**DOCUMENT COVER SHEET**

**TITLE OF DOCUMENT:** DEED OF TRUST

**DATE OF DOCUMENT:** \_\_\_\_\_, 20\_\_

**GRANTORS:** \_\_\_\_\_  
\_\_\_\_\_  
St. Louis, Missouri 63\_\_

**GRANTEE:** The City of St. Louis  
Community Development Administration  
1520 Market Street, Suite 2000  
St. Louis, Missouri 63103

**LEGAL DESCRIPTION:** See "Exhibit A" attached hereto and incorporated herein by reference.

**REFERENCE BOOK & PAGE:** N/A

**WHEN RECORDED RETURN TO:** St. Louis Development Corporation  
1520 Market Street, Suite 2000  
St. Louis, MO 63103  
Attention: \_\_\_\_\_

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself refers to the parties by other designations.

**DEED OF TRUST**

---

**THIS DEED OF TRUST** (“Deed of Trust”), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by the following:

\_\_\_\_\_ (“Borrower”), whose address is \_\_\_\_\_, St. Louis, MO 63\_\_\_\_; Wherein other non-signatory parties have an interest in this instrument, to wit: Sheena Hamilton, City Counselor, whose address is Room 314, City Hall, City of St. Louis, MO, and any successor City Counselor (“Trustee”); and the City of St. Louis (“Lender”) acting by and through the Community Development Administration, whose address is 1520 Market Street, Suite 2000, St. Louis, MO 63103.

**THE DATE OF THE LAST MATURING OBLIGATION SECURED BY THIS DEED OF TRUST IS:** \_\_\_\_\_, 20\_\_

**WITNESSETH** that the said Borrower(s), for and in consideration of the debt and trust hereinafter described and created, and the sum of \_\_\_\_\_ **and 00/00 Dollars** (\$\_\_\_\_\_.00) to said Borrower(s) paid by the said Lender, the receipt of which is hereby acknowledged, does by these presents **GRANT, BARGAIN and SELL, CONVEY and CONFIRM** unto the said Trustee, the following described Real Estate (the “Property”) situated in the City of St. Louis, and State of Missouri, to-wit:

**See Exhibit A attached hereto and incorporated herein by this reference.**

Known as and numbered: \_\_\_\_\_ Parcel ID: \_\_\_\_\_.

**SUBJECT**, however, to rights-of-way, easements, covenants and restrictions now of record and: (1) that First Deed of Trust recorded or to be recorded in the records of the City of St. Louis in favor of \_\_\_\_\_; (the “**First Mortgage**”). To have and to hold the same with all appurtenances thereunto belonging to the Trustee and to his/her successor or successors in this trust forever, and possession of the Property is now delivered unto the Trustee including the right to collect rents as hereinafter set forth.

Borrower also grants and transfers to Lender 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 Property, now owned or hereafter acquired by Borrower and located upon or intended to be used in, on or about the Property, and in all accessories, parts, and accessions attached to or used in connection therewith and cash and non-cash proceeds thereof and in all right, title and interest of Borrower in all plans, specifications, drawings, computations, sketches, test data, survey results, models, photographs, renderings of or relating to the Property or the

improvements thereon; and Borrower also grants and transfers to Lender a security interest in any rents, income and profits, security and like deposits, general intangibles and other materials and in all right, title and interest of Borrower as lessor under any lease covering the Property and any improvements thereon or any part thereof. IN TRUST, however for the following purposes: WHEREAS, the Borrower being justly indebted to Lender for a loan in the principal sum of \_\_\_\_\_ and 00/00 Dollars (\$\_\_\_\_\_.00) (“Loan”), has to secure said principal, and interest to be earned thereon, executed and delivered to Lender one negotiable promissory note of even date herewith (the “Note”), expressed to be for value received, drawn to the order of said Lender, and payable at the City of St. Louis, 1520 Market, Suite 2000, St. Louis, Missouri, 63103, as follows, to wit:

The Note provides for no payments of principal or interest until the Maturity Date (as defined in the Note) if the Borrower complies with the terms of the Note, which are incorporated herein by reference. Commencing upon execution hereof, Borrower shall occupy, establish, and use the Property as Borrower’s principal residence for a period of **[X years per affordability period]** years. Borrower shall not destroy, damage, or impair the Property; allow the Property to deteriorate; or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender’s good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or Lender’s security interest. Borrower may cure such a default and reinstate by providing notice to Lender and by causing the action or proceeding to be dismissed with a ruling that, in Lender’s good faith determination, precludes forfeiture of the Borrower’s interest in the Property or other material impairment of the lien created by this Deed of Trust or Lender’s security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning (i) Borrower’s occupancy of the Property as a principal residence, (ii) Borrower’s income, and (iii) Borrower’s history of property ownership.

To secure unto Lender, its successors and assigns, the Note and any renewal, increase, alteration, modification or extension thereof and any other indebtedness of Borrower arising under the terms of the Note, this Deed of Trust or any other instrument securing the Note. This instrument is intended to constitute a deed of trust on real estate and, as to that portion of the Property, which is not real estate, a security agreement under the Missouri Uniform Commercial Code.

Borrower shall at all times promptly pay when due all notes and comply with all covenants contained in any deed of trust superior to this Deed of Trust, if any, any instrument referred to in such paramount deed of trust.

Except as otherwise provided or permitted under the Note, in the event that the Property or any interest therein (exclusive of the First Mortgage and any other instruments securing any loans secured by the First Mortgage) is transferred or conveyed, or any change in the composition of Borrower occurs resulting in a transfer of the control of Borrower, in each case

without the prior written consent of Lender (or any successor thereto), Lender may, at its option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

To secure the payment of the Note, the Borrower has executed this Deed of Trust and has also agreed with Lender, endorsees and assigns, to cause all taxes and assessments, general and special, to be paid whenever imposed upon the Property, and before becoming delinquent; and also to keep the improvements upon the Property constantly and satisfactorily insured with a standard mortgagee's endorsement naming Lender as its interest may appear, until the Note is fully paid, against fire and extended coverage, in the full amount of this Deed of Trust, and of all deeds of trust prior to this Deed of Trust, if any, but in no event less than the full replacement cost of the Property, and to carry such other insurance with a standard mortgagee's endorsement naming the Lender, and the insurance policies shall be kept constantly assigned to Trustee under this Deed of Trust and unto the trustee(s) under any prior deeds of trust, to the extent of the interests of Trustee and of the prior trustees in the Property, and keep such policies deposited with Lender or the mortgagee under the most prior deed of trust for further securing the payment of the Note, and the proceeds thereof apply toward the payment of the Note, subject to the rights of the mortgagees under the prior deeds of trust. The holder of the Note is hereby given the privilege and authority to make proof of loss and adjust and collect insurance, subject to the rights of the mortgagees under the prior deeds of trust. Subject to the rights of the mortgagees under the prior deeds of trust, Trustee may assign policies to purchaser at foreclosure and Borrower shall not be entitled to unearned premiums. Borrower hereby guarantees to Lender that the Property is free and clear from mechanic's liens; and Borrower further agrees that, in case any liens should hereafter be filed against the Property, then said liens shall, at the option of the Lender, have the same force and effect as if the Note shall have become due and payable, and all covenants and agreements herein provided shall be in full force and effect and carried out as if the Note be actually due and payable. In case of default on the part of Borrower or assigns, it shall be the privilege of Lender and assigns to promptly pay all taxes, effect insurance, remove mechanic's liens and pay prior notes and to pay such taxes, insurance and mechanic's liens or notes of any prior deed of trust. In the event that Lender or assigns or Trustee or any successor trustee, shall expend money to protect the title or possession of the Property or for such taxes, insurance, mechanic's liens or notes, then all such money expended shall be a new and additional principal sum secured by this Deed of Trust, and shall be payable on demand.

Borrower hereby covenants to keep all the buildings now or hereafter on the Property in good repair and in tenantable condition, without any liability of Lender to any person for damages, for failure to repair; nor for any mechanic's liens therefore, and, upon the actual or threatened demolition or removal of any of the buildings on the Property, or the completed condemnation of lot or buildings for streets or otherwise, the whole principal sum shall, at the option of the Lender, at once become due and payable. Any amounts awarded in condemnation proceedings or taking the Property or any part thereof, shall be paid to Lender, to be applied on the indebtedness hereby secured, subject to the rights of mortgagees under any prior deeds of trust. Borrower further covenants that Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage

on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Without the written consent of Lender, no security interest will be created or suffered to be created under the provisions of the Missouri Uniform Commercial Code, as same, together with any amendments or supplements thereto, may be in effect, with respect to any goods, fixtures, equipment, appliances, or articles of personal property now attached to or used or hereafter attached to or used in connection with the Property.

If Borrower shall well and truly keep and perform all and singular the several covenants and agreements herein set forth through the date of Maturity of the Note, then this trust shall cease and be void and the Property shall be released at the cost of Borrower; provided, however, should default be made by Borrower with respect to any term or provision of the Note, or any other instrument securing the Note, or in any note or deed of trust prior to this Deed of Trust, then, at the option of the holder of the Note, the whole shall become due and payable, and this Deed of Trust shall remain in force, and the Trustee, or Successor Trustee appointed by Lender, may proceed to sell the Property or any part thereof at public venue to the highest bidder at the east front door of the Court House (being the Civil Courts Building, Eleventh and Market Streets) in the City of St. Louis and State of Missouri for cash, first giving the notice required by the laws of the State of Missouri in respect of exercising a power of sale under a mortgage or deed of trust then in effect, by advertisement in some newspaper, printed and published in the City of St. Louis, State of Missouri, and upon such sale shall execute and deliver a deed in fee simple of the property sold, to the purchaser or purchasers thereof and shall receive the proceeds of such sale, out of which the Trustee shall pay, first, the cost and expense of executing this trust, including the lawful compensation of said Trustee, attorneys' fees and costs of publication, and, next, the amount unpaid on the Note secured hereby, and, next, the amount due on junior encumbrances, and the balance to Borrower, its successors, assigns or legal representatives.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed as a waiver of any such default or an acquiescence therein.

Trustee hereby lets the Property to Borrower until this instrument shall be released and satisfied, or until default is made in the payment or performance of the covenants contained in this Deed of Trust upon the following terms, to wit:

Borrower, and every and all persons claiming or possessing the Property or any part thereof, shall and will surrender peaceable possession of said premises, and any and every part thereof to the Trustee immediately upon such default and without notice of demand therefore, and the Trustee may thereupon rent the same for the account of the holder of the Note until foreclosure is had and during any proceeding to redeem and then deliver possession to the purchaser at the trustee's sale; provided, however, that nothing in this Deed of Trust shall be so construed as to prevent the legal holder of the Note to have and take every legal step and means to enforce payment of the Note, without having first caused the execution of the trust created herein.

The Trustee may resign at any time, by an instrument in writing addressed to the Lender, or Lender may at any time substitute a successor to any Trustee named in or acting under the Deed of Trust in any manner now or later to be provided at law, or by written instrument executed and acknowledged by Lender and recorded in the Office of the recorder of the county where the Mortgaged Premises is situated. Any such instrument shall be conclusive proof of the proper substitution of the successor Trustee, who shall automatically upon recordation of the instrument, succeed to all estate, title, rights, powers and duties of the predecessor Trustee, without conveyance from it.

Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower. Borrower shall pay any recordation costs.

Trustee covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for willful negligence or misconduct.

Whenever in this instrument the expression "Borrower," "Trustee" or "Lender" appears, it shall be held in each case to refer to and include the person or persons, singular or plural, natural or artificial, described in the premises of this Deed of Trust, and the covenants and agreements hereinabove contained shall bind and inure to the benefit of, respectively, the heirs, assigns, successors and legal representatives of said "Borrower" and any legally appointed successor of said "Trustee" and the endorsees, assigns and legal representatives of said "Lender"

This Deed of Trust shall be governed by Missouri law. If any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and Note are declared to be severable.

The following notice is given pursuant to Section 427.120 of the Missouri Revised Statutes; nothing contained in such notice shall be deemed to limit or modify the terms of the Loan Documents: **UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE**

**MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.**

The following notice is given pursuant to Section 432.047 of the Missouri Revised Statutes; nothing contained in such notice shall be deemed to limit or modify the terms of this Promissory Note:

**ORAL AND UNWRITTEN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH THEY ARE BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, Borrower(s) has executed these presents as of the day and year first above written.

**BORROWER**

\_\_\_\_\_ Name

\_\_\_\_\_ Date

STATE OF MISSOURI     )  
  ) ss.  
CITY OF ST. LOUIS     )

On this 2nd day of \_\_\_\_\_ 20\_\_ before me personally appeared \_\_\_\_\_, to me known to be the person or persons described as Borrower(s) in and who executed the foregoing instrument and acknowledge that he/she executed the same as his/her free act and deed for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My term expires



**EXHIBIT A**  
**LEGAL DESCRIPTION**