DEED OF TRUST

THIS DEED, made and entered into as of the _____ day of _____, 2024, by and between PROVIDENCE WALKWAY HOUSING DEVELOPMENT GROUP, LP, a Limited Partnership organized in the State of Missouri, (Grantor), of the City of Columbia, State of Missouri, hereinafter called Party of the First Part and Nancy Thompson (Trustee), Party of the Second Part, and the City of Columbia, State of Missouri, a municipal corporation (Grantee), whose address is P.O. Box 6015,Columbia, Mo, 65205-6015, Columbia, State of Missouri, Party of the Third Part.

WITNESSETH: That the said Party of the First Part, for and in consideration of the debt and trust hereinafter described and created, and the sum of One Dollar to said Party of the First Part paid by the Said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said Party of the Second Part, the following described Real Estate situated in the City of Columbia and State of Missouri, to-wit:

Lot 101 of Providence Walkway Plat 1, as shown by the plat thereof recorded in Plat Book 54, Page 13, Records of Boone County, Missouri.

Lot (3) of Bryant Walkway Apartments II-North, a subdivision located in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 51, Page 41, Records of Boone County, Missouri.

Lots (1) and (2) of Bryant Walkway Apartments II-North, Plat 2, a subdivision located in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 55, Page 11, Records of Boone County, Missouri.

Lot 102 of Providence Walkway Plat 1, as shown by the plat thereof recorded in Plat Book 54, Page 13, Records of Boone County, Missouri.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belong, the rents, issues and profits thereof and revenues and income therefrom, all buildings, improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner.

TO HAVE AND TO HOLD the above described property, as now or hereafter existing, unto the said Party of the Second Part and to his successor, successors, heirs in this Trust forever and possession of said property and premises is not delivered unto said Party of the Second Part, including the right to collect rents and other revenues as hereinafter set forth.

IN TRUST, however, for the following purposes:

WHEREAS, the said Party of the First Part, being justly indebted to the Party of the Third Part for money in the principal sum of **THREE MILLION AND NO/100 DOLLARS ($3,000,000.00)** has to secure said principal and interest to be earned thereon, executed and delivered to the Party of the Third Part, promissory note or notes of even date herewith, expressed to be for value received, drawn to the order of the Party of the Third Part.

TO SECURE the payment of promissory note or notes on file with the Department of Housing and Neighborhood Services, City of Columbia, the party of the First Part has executed this Deed of Trust, and has also agreed with said Third Party, endorsees and assigns, to cause all taxes and assessments, general and special, to be paid whenever imposed upon said property, and before becoming delinquent; and also to keep the improvements upon said premises constantly and satisfactorily insured, until said note is fully paid, against fire and extended coverage, in the full amount of this Deed of Trust, and to carry such other insurance and in such companies as holder of said note may require, and the policies therefore to keep constantly assigned unto the said Party of the Second Part and deposited with the party of the Third Part for further securing the payment of said note, and the proceeds thereof apply towards the payment of said note. The holder of said note is hereby given the privilege and authority to make proof of loss and adjust and collect insurance. The trustee may assign policies to purchaser at foreclosure, and owner shall not be entitled to unearned premiums. And the said party of the First Part hereby guarantees to the said Party of the Third Part, that the said property herein described is free and clear of mechanics' liens; and said Party of the First Part further agrees that, in case any liens should hereafter be filed against said property, then said liens so filed shall have the same force and effect as if any installment of said note, hereinbefore described, shall have become due and payable, and all the covenants and agreements herein provided shall be in full force and effect, and carried out as if said note were actually in default. Party of the First Part also agrees promptly to pay when due all notes; and to perform all covenants, in any deed of trust prior in lien to these presents. It shall be the privilege of said Party of the Third Part, and assigns, in case of default on the part of the Party of the First Part or assigns to promptly pay all taxes, effect insurance, remove mechanics' liens and pay prior notes, as above herein provided, to pay such taxes, insurance and mechanics' liens, or notes of any prior deed of trust, and in the event that the said Party of the Third Part, assigns or legal representatives, or the Party of the Second Part, or her successors in trust, shall expend any money to protect the title or possession of said premises, or for such taxes, insurance, mechanics' liens, or notes, than all money so expended shall be a new and additional principal sum of money secured by this instrument, and shall be payable on demand, and may be collected with interest thereon at the rate of six per centum per annum, from the time of so expending the same.

THE said Party of the First Part hereby appoints the said Party of the Second Part a true and lawful attorney in fact to manage said property and collect the rents, with full power to bring suit for collection of said rents and possessions of said property. Giving and granting unto the said Party of the Second Part and unto her agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done; provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Party of the Second Part to make to cause to be made, any repairs that may be needed and necessary. The said Party of the Second Part shall receive the proceeds of the rents and profits and said premises, out of which she shall pay: FIRST: Reasonable charges for collection of said rents, costs of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents; NEXT: General and Special Tax and accrued principal and interest under prior deed of trust due and remaining unpaid, and the remainder, if any, she shall apply toward the payment of the note herein mentioned as it falls due. This power of attorney and assignment of rents shall be irrevocable until this deed of trust has been satisfied and released of record and the releasing of this deed of trust shall act as a revocation of this power of attorney and assignment of rents. This power of attorney to collect rents shall not take effect until and unless default is made in the payment of principal or interest notes secured hereby or any extension thereof, or default in performance of any covenant in this deed contained, and shall continue only during such default or any subsequent default.

SAID Party of the First Part hereby covenants to keep all the buildings now or hereafter on said premises, in good repair and in tenantable condition, without any liability of the Party of the Third Part to any person for damages, for failure to repair; nor for any mechanics' lien therefore, and upon the actual or

threatened demolition or removal of any of the buildings on said premises, or the completed condemnation of lot or buildings for streets or otherwise, the whole principal sum shall at the option of the Party of the Third Part, at once, become due and payable. Any amounts awarded in condemnation proceedings or taking the property herein described or any part thereof, shall be paid to said Party of the Third Part, to be applied on the indebtedness hereby secured, and, that at the option of the Party of the Third Part, upon transfer of possession or title to said premises, the whole unpaid principal sum shall, at once, become due and payable.

IT having been agreed between the parties hereto, that when any installment of said note, or any note secured by any prior deed of trust, whether of interest or principal, after having become due and payable, shall remain unpaid, or upon default of any condition set out in the promissory note, then the entire unpaid balance of said note herein described shall, at the option of the holder thereof, become due and payable, at once, whether due on its face or not.

WITHOUT the written consent of the Third Party, 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 premises.

NOW THEREFORE, if the said Party of the First Part, or legal representatives or assigns, shall well and truly pay, or cause to be paid, unto the holder thereof, respectfully, the said promissory note above mentioned and all installments thereof, at maturity thereof, respectively, according to the tenor of the same, and shall well and truly keep and perform all and singular the several covenants and agreements hereinbefore set forth, then this trust shall cease and be void, and the property hereinbefore conveyed shall be released at the cost of the said Party of the First Part; but if said note, or any part thereof or any note or part thereof secured by any prior deed of trust, be not so paid at maturity, according to the tenor of the same, or if said taxes, general and special, or insurance premiums be not promptly paid when due and mechanics' liens released, or if default be made in due fulfillment of said covenants and agreements, or if any of them, then this conveyance shall remain in force, and said Party of the Second Part, or in case of his death, or disability, or his or its neglect or refusal to act, then the sheriff of Boone County as successors in trust, or in the case of his inability to act, then a successor appointed by the holder of the note, or, if none be so appointed then a successor by the Circuit Court, may, at the request of the legal holder of the note secured hereby, proceed to sell the property hereinbefore conveyed, or any part thereof, at public venue or out-cry at the south front door of the Court House in Columbia, in the County of Boone, and State of Missouri, to the highest bidder for cash, first giving notice required by the laws of Missouri in respect to exercising power of sale under mortgage and deeds of trust then in effect; and upon such sale shall execute a deed in fee simple of the property sold, to purchaser or purchasers thereof, and shall receive the proceeds of such sale, out of which said trustee shall pay, first the cost and expense of executing this Trust, including lawful compensation of said Trustee; and next, shall repay any person and persons who may or shall, under the covenants herein before set forth, have advanced or paid any money for taxes, mechanics' liens, insurance or prior notes, as above provided, all sums so by said persons advanced and not already repaid, together with interest thereon at the rate of six per centum per annum from the date of such advance, till day of payment; and, next, the amount unpaid on the note secured hereby, together with the interest accrued thereon, and next the amount due on junior encumbrances, and the balance to the Party of the First Part, assigns, or legal representatives. And each time that it shall become necessary to insert an advertisement for foreclosure and sale if not had, then the trustee shall be entitled to receive the amount of all advertising charges from the Party of the First Part.

PROVIDED, however, that nothing in this Deed shall be construed as to prevent the legal holder of said note, to have and to take every legal step and means to enforce payment of said note, without having first caused the execution of the Trust herein created.

AND the said Party of the Second Part 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 "First Party", "Second Party", or "Third Party", 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, and the covenants and agreements herein above contained shall bind and inure to the benefit of, respectively, the heirs, assigns, successors and legal representatives of said "First Party", and any legally appointed successor of said "Second Party", and the endorsees, assigns and legal representatives of said "Third Party".

IN WITNESS WHEREOF, said party of the first part has executed these presents as of the day and year first above written.

PROVIDENCE WALKWAY HOUSING DEVELOPMENT GROUP, LP, a Limited Partnership

BY: _____

Title: _____

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this _____ day of _____, 20____, before me, the undersigned notary, personally appeared _____ (name of document signer), (personally known to me)(proved to me through identification documents, which were _____), (proved to me on the oath or affirmation of _____, who is personally known to me and stated to me that (he)(she) personally knowns the document signer and is unaffected by the document,) (proved to me on the oath or affirmation of _____ and _____, whose identities have been proven to me through identification documents and who have stated to me that they personally know the document signer and are unaffected by the document,) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose as partner for a limited partnership.

_____ (official signature and seal of notary.)