

AFFIDAVIT OF FACTS

STATE OF MASSACHUSETTS)

) sv.: AFFIDAVIT

BRISTOL COUNTY)

RE: Document described as Deed of Trust with Future Advances and Future Obligations and Related "Unpaid Loan Account Receivable" of The Central Trust Bank d/b/a Central Bank of Audrain County with Mortgaged Property Located at [REDACTED] Deed of Trust Governed by Section 443.055 RSMO

The Affiant, **RONALD JOHN ADAMS, CPA, ABV, CFF, CVA, CBA, BCA, CGMA, FVS**, a citizen of the United States and the Commonwealth of Massachusetts over the age of 21 years, and declare as follows, under penalty of perjury that the facts stated herein are true, correct, and complete. The undersigned believes them to be true and admissible as evidence in a court of law, and if called upon as a witness, will testify as stated herein:

1. That the Affiant is a Certified Public Accountant (CPA), licensed in the Commonwealth of Massachusetts – license #6803, and the Affiant is Certified in Financial Forensics (CFF), which is credentialled, and sponsored by the American Institute of Certified Public Accounts and the Affiant is licensed, accredited, and certified to provide such accounting, business valuation, financial forensic services. The Affiant has completed and successfully passed the required credential examinations, continuing professional educational training, and engaged in continuing professional education (CPE), both online and in-person live training events, to stay abreast with the latest progress and developments. The Affiant has the requisite body-of-knowledge, experience, and the trained ability to prepare Property Analysis Reports.
2. The Affiant is a Certified Public Accountant, and is Certified in Financial Forensics (CFF), and my qualifications, expertise, body of knowledge, and experience provide me with the background necessary to certify the audit services, and to be qualified, and deemed as an expert in this field. The Affiant has produced approximately one thousand Financial Advisory, Business Valuations & Forensic Property Analysis Reports including real estate property, business valuations, and mortgage forensic investigation in numerous states, have testified as an expert witness, in Massachusetts, Florida, Connecticut, Missouri & New York.
3. The contents of this report are factual, but it is provided for information purposes only, and is not to be construed as "legal advice."¹
4. The Affiant make the following initial observations regarding the procedures required by the Securities and Exchange Commission (SEC), and Financial Accounting Standards Board (FASB). All companies recording documents with the SEC must comply with **Generally Accepted Accounting Principles (GAAP)** these principles provide specific requirements for recording and accounting purposes with respect to the company's General Ledger. All Debts must be recorded as "Notes Receivable," as an asset in the Books & Records, and General Ledger of the Creditor in accordance with GAAP and the **Financial Account Standards Board (FASB) #140, codified as ASC 860, Accounting for Transfers and Servicing of Financial Assets - an amendment of FASB Statement No. 140.**

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Also, the **dollar value paid** for the acquisition of the Note Account Receivable must be shown in the General Ledger entry to confirm its book entry value in accordance with GAAP and in compliance with U.C.C. – **Article 9, Section 203, of the Uniform Commercial Code (UCC) : Attachment and Enforceability of Security Interest; Proceeds; Supporting Obligations; Formal Requisites.** See FASB 140 and ASC 860.

- GAAP requires that General Ledger entries must record every financial transaction to provide an accurate overview of business transactions (specifically for financial reporting and IRS compliance purposes). The entries on a loan account must show the amount paid for the loan at the time of purchase, all payment made into the account and all payments made from this account. The **"Unpaid Note Receivable Account"** must be recorded in the "Books & Records," and general ledger of the alleged Creditor; including: all debits & credits, receipts & disbursement entries (typically sourced from the cash disbursements journal, the cash receipts journal, and or the general journal) , gains realized & losses incurred, all in accordance with generally accepted accounting principles (GAAP). All financial institutions are required to follow GAAP in keeping their books & records, as mandated by the Federal Reserve Bank in their guidebook called : **"Modern Money Mechanics."** The "unpaid note receivable account" is the debt. Since the unpaid loan account does not exist on the true creditors book s and records there is no debt in this specific case, and instance.
- Through the extensive forensic research on the legitimacy of the alleged Plaintiff : **The Central Trust Bank d/b/a Central Bank of Audrain County.** – the alleged creditor is not registered with the State of Missouri Office of the Secretary of State; nor with the US Government under 22 USC Section 611 – The Registration of Foreign Agents; nor with the FDIC; St. Louis Federal Reserve Bank; nor The Office of Comptroller of the Currency web-site a designation for the Financial Institution : The Central Trust Bank d/b/a Central Bank of Audrain County was not found, and the entities with the names of CENTRAL or BANK or TRUST are detailed in **EXHIBIT 2 – attached, see pages : E-2-1 through E-2-12.**

CONCLUSIONS

The documents examined cannot be identified as an **"unpaid loan account receivable"**, which is the debt, recorded as an asset of the Plaintiff , as there is nothing within these documents to indicate where these documents came from, or what it is, who prepared it, and by what creditor company was it prepared by. These documents clearly lack foundation, and legitimacy.

Essentially, the Examiner concludes that there is no debt, nor the existence of the "unpaid loan account", on the books and general ledger records of the true creditor, nor an obligation that the mortgagor of the property located at **203 East Liberty, PO Box 98, Mexico, MO 65265 – Deed of Trust, nor** is obligated to perform under.

The documents examined cannot be identified as being the **"unpaid loan account receivable"** from the creditor's general ledger and, therefore, **it does not** evidence the alleged creditor's ownership thereof.

The information in the documents examined do not comply with GAAP requirements which, as an SEC registered corporation; and corporations and financial institutions must comply with GAAP.

The documents, including assignments of mortgage, do not state the value given at acquisition, which is an essential entry to establish the value ascribed to the debt by the corporation, in accordance with Uniform Commercial Code – Article 9, Section 203.

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The document does not show any payments to the true creditor, nor disbursements to any other outside parties as would be required by GAAP.

The Affiant therefore, must conclude that **The Central Trust Bank d/b/a Central Bank of Audrain County** furnished documents that cannot be from an SEC registered corporation, such as the alleged Plaintiff, as it does not comply with Federal Reserve Bank guidelines, and GAAP compliance requirements.

Since the Examiner's **Conclusion of Fact** is that The Central Trust Bank d/b/a Central Bank of Audrain County, is a fictitious Creditor/ or mortgagee, and is not registered with the Federal Reserve Bank of St. Louis, and is not registered with the Office of Comptroller of the Currency, and that there is an un-named, indispensable, undisclosed participant in this lending transaction, protected by the **FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) – Mortgage Default Counsel Retention Agreement – See Exhibit 4.**

To be in compliance with Generally Accepted Accounting Principles (G.A.A.P.), the Examiner recommends that **The Central Trust Bank d/b/a Central Bank of Audrain County** be required to produce all books & records, accounts, and general ledger mentioned above, and that these documents comply with GAAP, and FASB 140, and ASC 860, reflecting disbursements and receipts into that ledger account, for five (5) years (2018, 2019, 2020, 2021 and 2022), as well as audited financial statements, and Federal income tax returns in compliance with IRS and GAAP guidelines for the alleged mortgagee entity identified as **The Central Trust Bank d/b/a Central Bank of Audrain County.**

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FURTHER AFFIANT SAYETH NOT

Signed by *Ronald J. Adams*

Ronald J. Adams, CPA, CVA, ABV, CBA, BCA, CFF, FVS, CGMA

Managing Director - Valuation Services

Certified Public Accountant (CPA)

Certified Valuation Analyst (CVA)

Accredited in Business Valuation (ABV)

Certified Business Appraiser (CBA)

Business Certified Appraiser (BCA)

Certified in Financial Forensics (CFF)

Certified in Forensic & Valuation Services (FVS)

Chartered Global Management Accountant (CGMA)

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COMMONWEALTH of MASSACHUSETTS)

BRISTOL COUNTY

) sv: ACKNOWLEDGEMENT

)

On December 4, 2023 before me, Alan T. Benjamin
Notary Public

personally appeared **RONALD JOHN ADAMS**, who proved to me based on satisfactory evidence, a Massachusetts driver's license, to be the man whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument under the penalty of perjury.

I certify under PENALTY OF PERJURY under the laws of the State of MASSACHUSETTS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

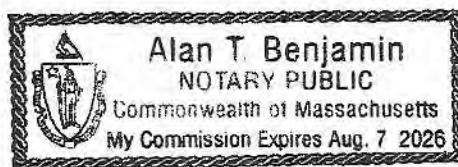
Signed 

Notary Public

Alan T. Benjamin
Print Name

My commission expires on Aug. 7th 2026

Notary Stamp:



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By:

Ronald J. Adams

Ronald J. Adams, CPA, CVA, ABV, CBA, BCA, CFF, FVS, CGMA
Managing Director - Valuation Services
Certified Public Accountant (CPA)
Certified Valuation Analyst (CVA)
Accredited in Business Valuation (ABV)
Certified Business Appraiser (CBA)
Business Certified Appraiser (BCA)
Certified in Financial Forensics (CFF)
Certified in Forensic & Valuation Services (FVS)
Chartered Global Management Accountant (CGMA)
Foxboro Consulting Group, Inc.
Foxboro, MA

DOCUMENTS RELIED UPON

1. Various Web-sites and Reports published by the Federal Reserve Bank of St. Louis, and the Office of Comptroller of the Currency.
2. **The Central Trust Bank d/b/a Central Bank of Audrain County** with Mortgaged Property Located at 203 East Liberty, PO Box 98, Mexico, MO 65265 – Deed of Trust Governed by Section 443.055 RSMO
3. Financial Institution Entity Search : The Office of the Comptroller of the Currency.
4. Federal National Mortgage Association (FNMA) - Mortgage Default Counsel Retention Agreement.

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APPENDIX A

CERTIFICATIONS & REPRESENTATIONS OF THE FORENSIC FINANCIAL ANALYST

We represent the following:

1. The analyses, opinions and determination of value included in the forensic property and related document report are subject to the specified assumptions and limiting conditions and they are our personal, impartial, and unbiased professional analyses, opinions, and calculations.
2. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
3. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment, other than the Forensic Property Analysis Report dated November 28, 2023.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The economic and industry data included in the Forensic property and related document report have been obtained from various printed or electronic reference sources that we believe to be reliable. We have not performed corroborating procedures to substantiate that data.
6. The Forensic Financial Analysis engagement was performed in conformity with the professional business valuation and forensic standards of the American Institute of Certified Public Accountants (AICPA) pertaining to financial forensics, the Institute of Business Appraisers (IBA), and the National Association of Certified Valuators & Analysts (NACVA) .
7. The parties for which the information and use of the Forensic property and related document report is restricted are identified. The Forensic property and related document report is not intended to be and should not be used by anyone other than such parties.
8. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
9. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined results or direction in value that favors the cause of the client, the results of forensic document work and related opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this forensic analysis affidavit.
10. No one provided significant business and/or forensic appraisal assistance to the persons signing this certification.

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11. We did not use the work of any outside consultants, or other specialists in connection with the performance of this engagement. We conducted numerous mailings and had written correspondence with various regulatory agencies in the State of Missouri during August, September and October, 2023.

Respectfully submitted,



Ronald J. Adams, CPA, CVA, ABV, CBA, BCA, CFF, FVS, CGMA
Certified Public Accountant (CPA)
Certified Valuation Analyst (CVA)
Accredited in Business Valuation (ABV)
Certified Business Appraiser (CBA)
Business Certified Appraiser (BCA)
Certified in Financial Forensics (CFF)
Certified in Forensic & Valuation Services (FVS)
Chartered Global Management Accountant (CGMA)
Managing Director – Valuations
Foxboro Consulting Group, Inc.
Foxboro, Massachusetts



Certified Business Appraiser (CBA) Certified Valuation Analyst® (CVA®) Business Certified Appraiser (BCA)



Certified in Financial Forensics ("CFF")

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APPENDIX B

PROFESSIONAL QUALIFICATIONS OF THE FORENSIC FINANCIAL ANALYST

Ronald J. Adams, CPA, CVA, ABV, CBA, BCA, CFF, FVS, CGMA

Foxboro Consulting Group, Inc., Post Office Box 141, Foxboro, MA 02035-0141, (508) 878-8390 – mobile;
(774) 719-2236 - office

Education, Certifications & Professional Background

MBA in Accounting & Finance - Northeastern University, Boston, MA
BS in Business Administration - Northeastern University, Boston, MA
Advanced Certificate in Management and Hospital Reimbursement - Temple University, Philadelphia, PA,
School of Business & Management – Department of Health Administration – Center for Healthcare
Administration & Finance

Certified Public Accountant (CPA) - Massachusetts - License # 6803

Certified Valuation Analyst (CVA) – Certificate # 041370

Accredited in Business Valuation (ABV) – Certificate #2392

Certified in Financial Forensics (CFF) – Certificate #3219

Certified Business Appraiser (CBA) – Certificate #10792

Business Certified Appraiser (BCA) – May 22, 2015

Certified in Forensic & Valuation Services (FVS) – Certificate #01103283

Chartered Global Management Accountant (CGMA) – Certificate #110010714

Career Experience

Foxboro Consulting Group - Managing Director of Valuation
Capstone Partners LLC – Managing Director - Valuations
Newbury, Piret & Co., Inc. - Managing Director of Valuation
American Appraisal Associates – Regional Director - Valuation
ZA Consulting, LLC – Director of Management Consulting

Financial Forensic & Valuation Experience

Mr. Adams has advised numerous clients in specialized areas of forensic property analysis reports, business enterprise and intangible asset valuations, stock valuations, mergers and acquisitions, gift and estate tax planning, financial accounting and reporting, asset divestiture, reorganizations and spin-offs, financial and operational due diligence, equity buy/sell valuations, and financial feasibility studies. Mr. Adams has managed the preparation of fairness opinion, valuation engagements involving stock and option valuations for FAS 123 & IRC Section 409A, intangible asset valuations for FAS 141, and goodwill impairment valuations for FAS 142, and related ASCs.

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Professional Associations

Fellow of the Massachusetts Society of Certified Public Accountants – Member # 6362
Member of the American Institute of Certified Public Accountants – Member # 01103283
Member of the Institute of Business Appraisers – Member # 9573-01
Member of the National Association of Certified Valuation Analysts – Member # 041370
Member of the American Society of Appraisers (ASA) – Member # 102925
Member of the International Society of Business Appraisers (ISBA)

Published Work and Presentations

See other publications at the following link:

<http://www.foxboro-consulting.com/publications/>

Litigation Support/Testimony

Suffolk County
Middlesex County
Essex County
Norfolk County
Probate Court, New Bedford
FINRA, Boston, MA

**EXHIBIT 1 – DEED OF TRUST WITH FUTURE ADVANCES AND FUTURE
OBLIGATIONS AND RELATED “UNPAID LOAN ACCOUNT
RECEIVABLE” OF THE CENTRAL TRUST BANK D/B/A CENTRAL BANK
OF AUDRAIN COUNTY WITH MORTGAGED PROPERTY LOCATED AT
203 EAST LIBERTY, PO BOX 98, MEXICO, MO 65265**

#5

2022DT000025

JANIS DEIMEKE, RECORDER OF DEEDS
AUDRAIN COUNTY, STATE OF MISSOURI

RECORDED ON: 01/12/2022 10:40:35 AM

FEES: 57.00

RECORDED BY: TERESA ALLEN



- 1. TITLE OF DOCUMENT: Deed of Trust
- 2. DATE OF DOCUMENT: January 12, 2022
- 3. GRANTOR(S): [REDACTED]
- 4. GRANTEE(S): The Central Trust Bank d/b/a Central Bank of Audrain County
- 5. STATUTORY MAILING ADDRESS(ES):
 - GRANTOR'S ADDRESS: [REDACTED]
 - GRANTEE'S ADDRESS: [REDACTED], MO 65265
 - RECORDATION REQUESTED BY: The Central Trust Bank d/b/a Central Bank of Audrain County, Mexico Location, 203 East Liberty, P.O. Box 98, Mexico, MO 65265
 - WHEN RECORDED MAIL TO: The Central Trust Bank d/b/a Central Bank of Audrain County, Mexico Location, 203 East Liberty, P.O. Box 98, Mexico, MO 65265
- 6. LEGAL DESCRIPTION: Legal description of the property is set out in EXHIBIT A.
- 7. REFERENCE BOOK AND PAGE(S):



HLP0205

**DEED OF TRUST
WITH FUTURE ADVANCES AND FUTURE OBLIGATIONS
GOVERNED BY SECTION 443.055 RSMO**

THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS SECURED IS \$93,964.40

MAXIMUM LIEN. The total principal amount of obligations at any one time which is secured by this Deed of Trust, in addition to any interest and any amounts advanced by Lender for the protection of the security interests granted herein, is \$93,964.40. This Deed of Trust, including any advances as described above, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date of this Deed of Trust.

THIS DEED OF TRUST is dated January 12, 2022, among [redacted] whose address is [redacted] [redacted] whose address is 1123 S. J. [redacted] MO 65265; Husband and Wife ("Grantor"); The Central Trust Bank d/b/a Central Bank of Audrain County, whose address is Mexico Location, 203 East Liberty, P.O. Box 98, Mexico, MO 65265 ("Grantee", referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and [redacted] whose address is 100 N. Jefferson St., Mexico, MO 65265 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby grant, bargain, sell, convey and confirm unto the Trustee for the benefit of Lender as Beneficiary the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in AUDRAIN County, State of Missouri:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as [redacted] HUNTINGFIELD CT, [redacted] MO 65265.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future obligations of Grantor to Lender and all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or

DEED OF TRUST (Continued)

threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Missouri law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall not further encumber the Property or permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien on the Property, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after

**DEED OF TRUST
(Continued)**

Loan No: 0561480-2950

Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**DEED OF TRUST
(Continued)**

The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and

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(Continued)

at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

TENANCY OF GRANTOR. By the execution and delivery of this Deed of Trust, Grantor does hereby become a tenant of the Trustee, and Trustee hereby lets to Grantor the Property until the Indebtedness is fully paid or until a sale under the provisions of the paragraph of this Deed of Trust entitled "Foreclosure," at a rental of one cent per month, payable monthly on demand. Grantor agrees to surrender peaceable possession of the Property and every part of the Property sold or conveyed by the Trustee under the terms of this Deed of Trust to the purchaser at such sale upon the day of such sale, without notice or demand.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Deed of Trust and this Deed of Trust shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Deed of Trust or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Deed of Trust.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Termination of Future Advances. Grantor's exercise of Grantor's rights under Mo. Rev. Stat. Section 443.055 (or any successor provision to such statute) to terminate the operation of this Deed of Trust as security for future advances on future obligations.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect

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(Continued)**

(including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. Lender shall have the right to direct the Trustee to proceed to sell the Property at public vendue to the highest bidder for cash, at the customary place for foreclosure sales within AUDRAIN County, State of Missouri, first giving all notices required by Missouri law, then in effect, with respect to exercising powers of sale under the deed of trust. Upon such sale, the Trustee shall execute and deliver a deed or deeds of conveyance of the Property sold to the purchasers thereof, and any statement or recital of fact in any such deed shall be prima facie evidence of the truth of such statement or recital. The Trustee shall receive the proceeds of any such sale, out of which the Trustee shall pay, first the costs and expenses of executing this trust, including compensation to the Trustee and to any attorneys employed by the Trustee, for their services, and the cost of procuring evidence of title; second, to Lender, for all moneys paid for insurance, taxes, lien claims, and other charges, together with interest thereon as provided in this Deed of Trust; third, to Lender, all remaining Indebtedness, including the Note; fourth, the remainder, if any, to the holders of any lien on the Property junior to the lien of this Deed of Trust and to the Grantor, as their interests may appear. In the event the net proceeds of such sale or sales shall not be sufficient to pay in full the Indebtedness secured by this Deed of Trust, unless prohibited by law, Grantor hereby promises and agrees to pay any deficiency thereon on demand, with interest.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly

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or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property to the extent necessary to give clear title and upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of AUDRAIN County, State of Missouri. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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LENDER'S RESERVATION OF RIGHTS. Neither Grantor nor any other person or entity liable for the payment or performance of any of the obligations secured by this Deed of Trust, nor any person or entity giving security for the payment or performance of any of such obligations, shall be relieved of any of such respective obligations, nor shall any security given by any of them be released, nor shall the position of any subordinate lienholder be improved, by reason of: (a) any failure by Lender to comply with any request by Grantor or of any other person or entity so obligated to foreclose or otherwise enforce this Deed of Trust; (b) the release, regardless of consideration, of any of the security held for payment or performance of any of the obligations secured by this Deed of Trust; (c) any changes hereafter made in any of the terms, covenants, conditions or agreements of this Deed of Trust or any other document evidencing, supporting or securing the obligations secured by this Deed of Trust, including, without limitation, changing the interest rate accruing on unpaid obligations or changing the payment schedule for such obligations; (d) any grant of forbearance or extension of time for the payment of any of the obligations secured by this Deed of Trust; (e) Lender's acceptance of any other or additional security for the payment or performance of any of the obligations secured by this Deed of Trust; or (f) Lender's waiver of or failure to exercise any right granted herein or in any of documents securing such obligations. Lender expressly reserves the right to effectuate any of the foregoing without regard to prejudice to a junior lienholder or any person or entity liable for the obligations secured by this Deed of Trust.

LIMITATIONS ON COLLATERAL SECURITY. Notwithstanding anything herein contained to the contrary, this Deed of Trust will not secure: (a) any debt for which Lender fails to give any right of rescission required by federal or state law; or (b) any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan", as those terms are defined by federal law governing unfair and deceptive credit practices.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Missouri.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Audrain County, State of Missouri.

Joint and Several Liability. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

**DEED OF TRUST
(Continued)**

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Missouri as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means The Central Trust Bank d/b/a Central Bank of Audrain County, and its successors and assigns.

Borrower. The word "Borrower" means [REDACTED] and [REDACTED] and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means [REDACTED] and [REDACTED].

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Deed of Trust, together with all interest thereon.

Lender. The word "Lender" means The Central Trust Bank d/b/a Central Bank of Audrain County, its successors and assigns.

Note. The word "Note" means the promissory note dated January 12, 2022, in the original principal amount of **\$93,964.40** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the

**EXHIBIT 2 – OFFICE OF COMPTROLLER OF THE CURRENCY –
FINANCIAL INSTITUTION SEARCH**

**THE OFFICE OF THE COMPTROLLER OF THE CURRENCY -
HTTPS://WWW.OCC.TREAS.GOV/INSTITUTION-
SEARCH/LIST?Q=THE%20CENTRAL%20TRUST%20BANK,%20INC.**

Financial Institution Search

Search for a financial institution by name or charter number. Visit the [Active Institutions](#) list to confirm that the Office of the Comptroller of the Currency (OCC) regulates your financial institution.

For more information about this search, please visit the [Financial Institution Search](#) homepage.

Below is an error message if no result is returned. **THE CENTRAL TRUST BANK, INC.**

There are no matches for your search terms.

Visit the [Active Institutions](#) list to confirm that the Office of the Comptroller of the Currency (OCC) regulates your financial institution.

Results will only include information for financial institutions that the OCC regulates which have had one of these actions:

- Community Reinvestment Action Performance Evaluations (CRA) (since 1988)
- Enforcement Actions (since 1987)
- Corporate Actions (e.g., name change, charter termination, new charter) (last 30 years)

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THE CENTRAL TRUST BANK, INC.

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There are no matches for your search terms.

Visit the [Active Institutions](#) list to confirm that the Office of the Comptroller of the Currency (OCC) regulates your financial institution.

Results will only include information for financial institutions that the OCC regulates which have had one of these actions:

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THE CENTRAL TRUST BANK D/B/A CENTRAL BANK OF AUDRAIN COUNTY

x



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CENTRAL BANK OF AUDRAIN COUNTY



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Results will only include information for financial institutions that the OCC regulates which have had one of these actions:

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**THE OFFICE OF THE COMPTROLLER OF THE CURRENCY -
HTTPS://WWW.OCC.TREAS.GOV/INSTITUTION-
SEARCH/LIST?Q=THE%20CENTRAL%20TRUST%20BANK,%20INC.**

Financial Institution Search

Search for a financial institution by name or charter number. Visit the [Active Institutions](#) list to confirm that the Office of the Comptroller of the Currency (OCC) regulates your financial institution.

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THE OFFICE of the COMPTROLLER of the CURRENCY

Institution Name	City	State	Charter /License	Status	CRA	Enforcement Action	Corporate Action	Last Action
The Central National Bank and Trust Company	Attica	IN	3755		TRUE	FALSE	FALSE	3/29/2016

Sourced : <https://www.occ.treas.gov/institution-search/list?q=THE%20CENTRAL%20TRUST%20BANK>

E-2-6



Financial Institution Search

Search for a financial institution by name or charter number. Visit the [Active Institutions](#) list to confirm that the Office of the Comptroller of the Currency (OCC) regulates your financial institution.

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Search Results

Search the entire site or select a category from this list.

Entire site

Enter search keywords or phrases.

"The Central Trust Bank, Inc."

Search

Your search did not return any results.

Search Tips

- Enter keywords separated by AND, OR, or by putting a minus sign (-) immediately in front of the term you want to exclude from the search results (be sure to include a space before the minus character). A space means AND.
- Search for a phrase by enclosing it in quotation marks.
- For best results, be as precise as possible. For example, a search for "monetary policy report" will be more focused than a search for "reports."
- Spelling counts; if you can't find what you're looking for, check your spelling.

Note

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Entire site

Enter search keywords or phrases.

"Central Trust Bank, Inc."

Search

Your search did not return any results.

Search Tips

- Enter keywords separated by AND, OR, or by putting a minus sign (-) immediately in front of the term you want to exclude from the search results (be sure to include a space before the minus character). A space means AND.
- Search for a phrase by enclosing it in quotation marks.
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11-2-17



Federal Reserve Release

H.2

Actions of the Board, Its Staff, and the Federal Reserve Banks; Applications and Reports Received

Release dates | [Full version \(300 KB PDF\)](#)
 Actions by the Board | [Actions under delegated authority](#)
 Applications and reports:
[Boston](#) | [New York](#) | [Philadelphia](#) | [Cleveland](#) | [Richmond](#) | [Atlanta](#)
[Chicago](#) | [St. Louis](#) | [Minneapolis](#) | [Kansas City](#) | [Dallas](#) | [San Francisco](#)

District: 8 Federal Reserve Bank of: St. Louis

Filings received during the week ending May 18, 2019

Filer	Filing Type	Filing Proposal	End of Comment Period
BIG CREEK BANCSHARES, INC	* 3A5	Big Creek Bancshares, Inc., Moro, Arkansas, to acquire through merger 100 percent of the voting shares of Tyronza Bancshares, Inc., Marked Tree, Arkansas, and thereby indirectly acquire First Delta Bank, Marked Tree, Arkansas.	Newspaper: 06/10/2019 Federal Register: 06/12/2019
CENTRAL TRUST BANK, THE	* Branch	The Central Trust Bank, Jefferson City, Missouri, to establish a branch located at 8000 E. Bellevue Avenue, D20, Greenwood Village, Colorado.	Newspaper: 06/15/2019 Federal Register: Not applicable
CENTRAL TRUST BANK, THE	* Branch	The Central Trust Bank, Jefferson City, Missouri, to establish a branch located at 1201 Main Avenue, Suite 101, Durango, Colorado.	Newspaper: 06/15/2019 Federal Register: Not applicable
FIDELITY NATIONAL BANK	Member	Fidelity National Bank, West Memphis, Arkansas, to become a member of the Federal Reserve System.	Newspaper: Not applicable Federal Register: Not applicable
LEWISBURG BANKING COMPANY	* Branch	Lewisburg Banking Company, Lewisburg, Kentucky, to establish a branch to be located at 124 Sugar Maple Drive, Auburn, Kentucky.	Newspaper: 05/28/2019 Federal Register: Not applicable

6-2-10

Availability of CRA Public Evaluations

The Community Reinvestment Act is intended to encourage depository institutions to help meet the credit needs of the communities in which they operate, including low- and moderate-income neighborhoods. It was enacted by the Congress in 1977 (12 U.S.C. 2901) and is implemented by Regulation BB (12 CFR 228). The regulation was revised in May 1995.

The CRA requires that each depository institution's record in helping meet the credit needs of its entire community be evaluated periodically. That record is taken into account in considering an institution's application for deposit facilities.

A copy of an institution's CRA evaluation may be obtained directly from the institution or Reserve Bank.

Federal bank regulators use the following performance levels to rate an institution's performance under CRA:

- O = Outstanding
- S = Satisfactory
- NI = Needs to improve
- SN = Substantial noncompliance

The following state member banks have been examined and their CRA public evaluations are now available.

Institution / Location	RSSD ID	Exam Date	CRA Public Date	CRA Rating	Exam Method
NONE					

E-2-11

CRA Examinations scheduled for Quarter of

Institution	Location	Quarter
NONE		

* Subject to the provisions of the Community Reinvestment Act

Release dates | [Full version \(300 KB PDF\)](#)

[Actions by the Board](#) | [Actions under delegated authority](#)

[Applications and reports:](#)

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