DEED OF TRUST

THIS DEED, made and entered into this _____ day of _____, 2018, by and between **Able Manufacturing & Assembly, LLC**, an Indiana Limited Liability Company (GRANTOR), and Karl W. Blanchard, Jr., 320 W. 4th Street, Joplin, Missouri 64801, (TRUSTEE), and the City of Joplin, Missouri, a Municipal Corporation, (GRANTEE).

Grantee's mailing address is: 602 S. Main St. Joplin, MO 64801

WITNESSETH, That the said GRANTOR, in consideration of the debt and trust hereinafter mentioned and created, and the sum of One Dollar, the receipt of which is hereby acknowledged, Grants, Bargains and Sells, Conveys and Confirms to TRUSTEE, the following described Real Estate, situate, lying and being in the County of Jasper, State of Missouri, to-wit:

Tract 1: All of a tract of land described as Commencing at the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, thence West along the North line of said Section 8, a distance of 1236.35 feet, thence South 217.0 feet to the Point of Beginning, thence South 110.0 feet, thence West 188.50 feet, thence North 110.0 feet, thence East along the South line of a 50 foot roadway easement 188.50 feet to the Point of Beginning.

Tract 1A: Together with a perpetual roadway right-of-way to run with the above described real estate for ingress and egress over the existing roadway to the North of buyer, owned by Sunray Services, Inc., described as Beginning at a point approximately 1236.35 feet West and 217 feet South of the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, thence West 188,50 feet, thence North 50 feet, thence East 188,50 feet, thence South 50 feet to the Point of Beginning,

Also, together with a roadway right-of-way for ingress and egress over the existing roadway to the East of buyer presently owned by Ably Body Corporation described as Beginning at a point of approximately 1216.35 feet West and 167 feet South of the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, which point marks the North boundary of the centerline of the roadway, thence South along the centerline of said roadway160 feet, said roadway being 40 feet wide, 20 feet on either side of the above described centerline.

Grantor herein states Linda G. Sill died October 10, 2012 and at the time of her death, her marriage to Ralph D. Sill was subsisting and they have never been divorced.

Subject to easements and restrictions of record, if any.

TO HAVE AND TO HOLD the same with the appurtenances to TRUSTEE and to TRUSTEE'S successor or successors in this trust and to TRUSTEE and TRUSTEE'S grantees and assigns, forever. In trust, however, for the following purpose:

WHEREAS, GRANTOR, has this day made, executed and delivered to GRANTEE a promissory note of even date herewith, by which GRANTOR promises to pay to GRANTEE or order the sum of SEVEN HUNDRED FIFTEEN THOUSAND AND 00/100 ($715,000.00), upon the terms and conditions therein specified; and

WHEREAS, if GRANTOR or any successor in interest of GRANTOR shall sell, convey, alienate or transfer the Property, or any part thereof or any interest therein, or contract for the same, without first obtaining the written consent of GRANTEE, then GRANTEE, at GRANTEE'S option, declare all of the sums secured by this Deed of Trust to be immediately due and payable, and invoke the power of sale and any other remedies permitted by applicable law; provided, however, that the foregoing shall not apply to transfers of the property under the last will and testament of GRANTOR or any successor in interest of GRANTOR, or otherwise by operation of law upon the death of the GRANTOR or the death of any successor in interest of GRANTOR.

NOW THEREFORE, IF GRANTOR, or anyone for GRANTOR shall well and truly pay off and discharge the debt and interest expressed in the said note and every part thereof, when the same shall become due, which GRANTOR agrees to do, and pays according to the true tenor, date and effect of said note and pays, when due, all taxes and assessments, general and special, hereafter levied or charged upon such land and improvements, and keeps the covenants herein contained; and shall keep the improvements on the land continuously insured in some insurance company to the satisfaction of GRANTEE to the FULL INSURABLE VALUE of the improvements located upon such land and the policies therefore assigned and delivered to GRANTEE, and keep said lands and improvements clear of all statutory lien claims of any kind until said indebtedness is paid THEN THIS DEED shall be void, and the property hereinbefore conveyed shall be released at the cost of the GRANTOR; but should GRANTOR fail or refuse to pay the said debt and interest, or any part thereof, when the same or any part thereof shall become due and payable, according to the true tenor and effect of said note or to pay any of said taxes, or effect such insurance, or discharge such statutory lien claims, then the holder of said indebtedness, or any part thereof, may pay the same, and the sums so paid shall bear interest at the rate of three and one-half percent (3.5%) per annum, and be charged upon said premises and secured by this deed, and upon any such failure or refusal, or upon any breach of any covenant herein contained, expressed or implied, this deed shall remain in full force; and at the option of the holder of said indebtedness or any part thereof, the whole of said indebtedness shall, without notice to the first party, become due and payable forthwith, and the TRUSTEE, or in the case of TRUSTEES absence, death, or refusal to act, or disability in anywise, when any advertisement and sale are to be made hereunder, thence whoever shall be sheriff of Jasper County, MO, at the time of any such

advertisement and sale are to be made, (who shall thereupon for the purposes of that advertisement and sale succeed to TRUSTEE'S title to said real estate and the trust herein created respecting same) may proceed to sell the property hereinbefore described or any part thereof, at public venue to the highest bidder, at the South door of the Jasper County Courthouse, in Joplin, Missouri, for cash, first giving 20 days' notice of the time, terms and place of sale, and the property to be sold, by advertisement in some newspaper printed and published in said County, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, and receive the proceeds of said sale; and any statement of facts or recitals by the said Trustee or any person assuming to act as successor to him, in relation to the nonpayment of the money secured or agreed to be paid or default in or breach of any condition, covenant, or agreement herein, the advertisement, sale receipt of the money, appointment as successor or happening of any fact preliminary to the succession as Trustee of such person, shall be received as prima facie evidence of such facts and such trustee shall out of the proceeds of said sale, pay, first the costs and expense of executing this trust, including legal compensation to the Trustee for his services, and a reasonable attorney's fee, which shall be immediately due upon the first publication of sale aforesaid; and next he shall apply the proceeds remaining over to the payment of taxes, insurance and statutory lien claims paid by the holders of said indebtedness, and interest thereon as aforesaid, and next to the payment of said debt and interest, or so much thereof as remains unpaid, and the remainder of any, shall be paid to the persons legally entitled thereto; and in case any suit is instituted for the foreclosure of this Deed of Trust GRANTOR a reasonable sum as attorney's fees, which shall also be payable upon institution of said suit and a decree and judgment may be rendered for the payment of said sum out of the proceeds of sale upon foreclosure, or otherwise, in addition to the taxable costs of such suit. And upon default in performance of the agreements herein, or payment of any moneys hereby secured, in case of foreclosure by suit, by the holder of said indebtedness, or any part thereof, a receiver to take possession of and collect the rents and profits of said lands shall be appointed as a matter of right, at the instance of holder or holders of said indebtedness or any part thereof.

And it is further provided and agree that without such death, absence, refusal or inability to act, of TRUSTEE the GRANTEE, or any legal holder of said note or notes, or the attorney in fact of either of them, may by writing, signed and acknowledged with or without the consent of TRUSTEE, and at any time appoint a successor other than said sheriff, as trustee in his stead or place, who shall thereupon become vested with all the estate, interest, power and rights in or concerning said lands or property, or any part thereof, by this deed granted to or vested in TRUSTEE.

And it is further agreed that TRUSTEE or successor may sell or convey said property under the power aforesaid, although TRUSTEE or such successors been, may now be, or may hereafter at any time be, the agent or attorney of GRANTEE or the holder of said notes, and all right or equity of redemption shall upon such sale cease and be thereby determined notwithstanding TRUSTEE be such attorney or agent, and whether the holder of said notes of some other person be purchaser at such sale.

And until some default in the condition hereof occurs, the TRUSTEE lets and demises said premises to GRANTOR, for which said GRANTOR agrees to pay the sum of one cent per month. And GRANTOR further agrees that should default occur and sale under this deed be made, then

upon such sale GRANTOR, or the then owner or occupant of said property, shall become the tenant of the purchaser thereat of said property from month to month at a rental of one cent per month.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

Able Manufacturing & Assembly, LLC

_____

By: Dan Hillenbrand, Managing Member

STATE OF _____)
) ss.
COUNTY OF _____)

Now on this _____day of _____, 2018 before me, a Notary Public, personally appeared Dan Hillenbrand, to me personally known, who being by me duly sworn did say that he is the managing member of Able Manufacturing & Assembly, LLC, an Indiana Limited Liability Company, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members, and said Dan Hillenbrand acknowledged said instrument to be the free act and deed of said Able Manufacturing & Assembly, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____

Notary Public

My Commission Expires: