

RECEIVED MTG TAX \$5.00 Fee Only
PAID on 09/11/24 RCPT# 1
FORREST "BUTCH" FREEMAN
OKLA CO. TREASURER
BY MMARTINEZ DEPUTY

2024091101119158 B: 15860 P: 1966

09/11/2024 10:01:55 AM Pgs: 4
Fee: \$ 24.00
Maressa Treat, County Clerk
Oklahoma County - State of Oklahoma



PROMISSORY NOTE AND MORTGAGE AFFORDABLE HOUSING ASSISTANCE

This Promissory Note and Mortgage is made this 27th day of August 2024, by HILLCREST GREEN II, LP, an Indiana limited partnership as "Borrower," in favor of The City of Oklahoma City, a Municipal Corporation as, "Lender."

WITNESSETH:

WHEREAS, Borrower and Lender have entered into a certain Loan Agreement; specifically, The City of Oklahoma City HOME Investment Partnerships Program (HOME) Loan Agreement with Hillcrest Green II, LP; for Hillcrest Green II Apartments Multifamily Housing Development project, effective August 27, 2024; and

WHEREAS, Borrower entered into the aforementioned Loan Agreement with Lender and obtained funds for new construction of a multifamily housing development, with HOME funds, at 3317 Southwest 74th Street in Oklahoma City, the ("Project"); and

WHEREAS, Lender has agreed to lend funds to Borrower exclusively for the Project; and

WHEREAS, the loan from Lender to Borrower allows Borrower to provide quality, affordable housing exclusively to households with low and low- to -moderate income.

NOW, THEREFORE, in consideration of the terms of the Loan Agreement, and for the purpose of securing funds provided by Lender to Borrower for the successful completion of the Project, the parties hereto further agree as follows:

1. Borrower is justly indebted to Lender for an aggregate sum of Six Hundred Sixty Thousand and 00/100 Dollars (\$660,000.00) in HOME funds, set upon the real property having as its legal description:

SEE EXHIBIT "A" ATTACHED

2. Loan is financed for twenty (20) years at 1.00% annual interest, with a final balloon payment for unpaid principal due at maturity. Absent an event of default, the Borrower's promise to pay the Lender at 420 West Main Street, Suite 920, Oklahoma City, Oklahoma 73102, or at such place as Lender may designate in writing, a sum equal to the accumulated interest from loan funding through September 1, 2025, and a sum of Six Thousand Six Hundred and 00/100 Dollars (\$6,600.00) in annual interest beginning on September 1, 2026, and on September 1st each year thereafter until loan maturity on August 31, 2044, if not sooner paid in full. If not paid within 30 days of this date, a 5% penalty shall apply.

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3. No further encumbrance of debt on said property, except for the Senior Loans (as defined in the Loan Agreement) shall be allowed, except by written consent of Lender. This lien shall not subordinate to any other lien or encumbrance, excluding the private construction loan, that certain Leasehold Mortgage, Assignment of Rents and Security Agreement, by and between Borrower and Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation ("Permanent Lender"), and that certain Swap Leasehold Mortgage, Assignment of Rents and Security Agreement, by and between Borrower and Permanent Lender, and subject to that certain Subordination Agreement (as defined in the Loan Agreement) unless allowed by written consent of Lender.
4. Borrower understands and agrees that this Promissory Note and Mortgage shall be recorded in the office of the County Clerk, Oklahoma County, State of Oklahoma, and that this Promissory Note and Mortgage shall be an encumbrance upon the title to this property until released by Lender.
5. The work performed on the property, described herein as the Project, shall be in conformance to the terms of the Loan Agreement and shall meet construction standards that comply with applicable statutes, codes, and ordinances of the State of Oklahoma and the City of Oklahoma City relating to the development, use, maintenance, and occupancy of the property.
6. Borrower pledges the property as security for its indebtedness and agrees to release all claims on the property and convey the property under Warranty Deed, subject to the Subordination Agreement, to Lender if any of the provisions hereunder are not timely met.
7. Borrower shall maintain, preserve and keep the property in good repair, and timely make all needed and proper repairs, replacements and additions thereto so that at all times the efficiency and habitability thereof shall be fully preserved and maintained.
8. Lender shall release this lien upon satisfactory completion of the following provision: The indebtedness of Six Hundred Sixty Thousand and 00/100 Dollars (\$660,000.00) secured by this lien is repaid or otherwise satisfied under the terms of the Agreement, and all conditions of the Loan Agreement have been satisfactorily complied with, to include completion and lease-up of all affordable units.
9. Payment and performance of the obligations set forth in the Loan Documents shall be non-recourse to Borrower and Borrower's general and limited partners, and the Lender's sole recourse with respect to the Loan shall be the right to foreclose under the Promissory Note and Mortgage HOME Investments Partnership Program and other collateral forming part of the Loan Documents; provided that this provision shall not restrict any exceptions to non-recourse liability set forth in the Loan Documents, respecting such matters as fraud, waste and similar matters respecting actions of the general partner of Borrower

[Executions appear on separate signature page(s) attached hereto]

Time is of the essence hereof for all purposes.

Borrower: **HILLCREST GREEN II, LP**,
an Indiana limited partnership company

HILLCREST GREEN II, LP, an Indiana limited partnership
By: Hillcrest Green II GP, LLC, an Indiana limited liability company, its General Partner
By: TWG GP V, LLC, an Indiana limited liability company, its Sole Member

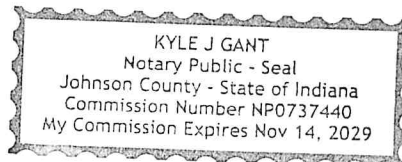
By: 
Louis A. Knoble, its Manager

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

This instrument was acknowledged before me on this 5th day of August 2024 by
Louis A. Knoble.

(SEAL)




Notary Public

My Commission Expires: 11/14/2029
~~NP0737440~~ K6

Commission # NP0737440

RETURN OR PROVIDE NOTICE TO:
Oklahoma City Planning Department
Community Development Division
420 West Main Street, Suite 920
Oklahoma City, OK 73102

EXHIBIT "A"
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Oklahoma, State of Oklahoma, and is described as follows:

A PART OF LOT "A" IN BLOCK THREE (3), IN THE MADOLE HILL CREST GREEN ADDITION SECTION 2, IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) WEST, OF THE INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT FILED IN BOOK 36, PAGE 41.

BEGINNING AT THE NORTHWEST CORNER OF LOT "A", BLOCK 3, IN THE MADOLE HILL CREST GREEN ADDITION SECTION 2;

THENCE SOUTH 89°44'48" EAST ALONG THE NORTH LINE OF SAID LOT "A" A DISTANCE OF 271.28 FEET;

THENCE SOUTH 0°29'02" WEST A DISTANCE OF 175.00 FEET;

THENCE NORTH 89°32'30" WEST A DISTANCE OF 22.29 FEET;

THENCE SOUTH 0°27'30" WEST A DISTANCE OF 103.30 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT "A";

THENCE NORTH 89°44'48" WEST ALONG THE SOUTH LINE OF SAID LOT "A" A DISTANCE OF 158.86 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.22 FEET AND A CHORD BEARING OF NORTH 49°29'43" WEST AND A CHORD DISTANCE OF 64.90 FEET FOR AN ARC DISTANCE OF 70.56 FEET;

THENCE NORTH 9°14'37" WEST ALONG THE WESTERLY LINE OF SAID LOT "A" A DEEDED DISTANCE OF 239.75 FEET AND A CALCULATED DISTANCE OF 239.57 FEET TO THE NORTHWEST CORNER OF SAID LOT "A" AND THE POINT OF BEGINNING

Tax ID: 143611330

Plat book/Page: 36/41

Having a physical address of 3317 SW 74th Street, Oklahoma