

PROMISSORY NOTE

\$550,000

August 16, 2022
Oklahoma City, Oklahoma

FOR VALUE RECEIVED:

ONE RED OAK, LLC, an Oklahoma limited liability company and Harmony Affordable Housing Partners LP, an Oklahoma limited partnership (hereinafter referred to as "Borrowers"), promises to pay to the order of THE CITY OF OKLAHOMA CITY ("Lender"), an Oklahoma municipal corporation, at 200 N. Walker, Oklahoma City, Oklahoma, or at such other place as the holder of this Note may designate, the principal sum of FIVE HUNDRED FIFTY THOUSAND and 0/100 DOLLARS (\$550,000.00), or so much thereof as may be actually advanced pursuant to the terms of that certain Loan Agreement dated August 16, 2022, executed by Borrowers and Lender and incorporated by reference herein for all purposes ("Loan Agreement"). This shall be an interest-only loan with interest on all amounts advanced hereunder at the fixed rate of One Percent (1.00%) per annum from the date the first repayment of interest is due, or upon the occurrence of an Event of Default under any of the Loan Documents, whichever shall sooner occur, until paid in full.

The annual repayment of interest only shall begin on the first day of the first month, twelve (12) months following the date of this Promissory Note, with equal annual interest payments of Five Thousand Five Hundred and 0/100 Dollars (\$5,500.00) due on September 1, 2023, and every September 1st thereafter for seventeen (17) years until the note is paid in full, or not later than the date which is seventeen (17) years after the date of closing, whichever shall sooner occur. All payments shall be applied first to payment of accrued interest and the remainder to the reduction of principal. The outstanding principal balance shall become fully due and payable on September 1, 2039.

This Note is secured by a Mortgage ("Mortgage") of even date herewith executed by Borrowers in favor of Lender, on the real property having a physical address of 1537 NE 24th Street in Oklahoma City, OK 73111, and a corresponding legal description as follows:

SEE EXHIBIT "A" ATTACHED

If either

- (i) Default be made in the terms and conditions provided in the Loan Documents, specifically the Default or Deferral provisions therein, and such default continues for a period of thirty (30) days after Lender gives written notice thereof to both Borrowers and Guarantor; or
- (ii) An event of default shall occur under the Loan Agreement, Mortgage or under any instrument executed as security for this Note or the indebtedness evidenced hereby or incident thereto (hereinafter all such instruments being collectively called the "Loan Documents"), the Lender may, at its option, without further notice or demand (except as may otherwise be specifically provided for in the Loan Documents), declare the unpaid principal balance on this Note at once due and payable, foreclose all liens securing payment hereof, pursue any and all

other rights, remedies, and recourses available to Lender, or pursue any combination of the foregoing, all remedies hereunder and under the Loan Documents being cumulative.

If Lender is required to bring suit to collect any part of this Note or to enforce or protect through litigation any of its rights under this Note, the Loan Agreement or any of the Loan Documents, the Borrowers agree to pay all of Lender's costs of litigation or appeal, including reasonable attorney's fees.

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

Time is of the essence hereof for all purposes.

ONE RED OAK, LLC, an Oklahoma limited liability company

BY: 
Norman Seaberg, Manager


ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 22nd day of July, 2022 by Norman Seaberg, as Manager of **ONE RED OAK, LLC**, an Oklahoma limited liability company.


(SEAL)




Notary Public

My Commission Expires: 12/20/23
My Commission Number: 19012656

REVIEWED as to form and legality.


Assistant Municipal Counselor

Time is of the essence hereof for all purposes.

HARMONY AFFORDABLE HOUSING PARTNERS, LP,
an Oklahoma limited partnership

BY: *Norman Seaberg*
Norman Seaberg, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 22nd day of July, 2022 by
Norman Seaberg, as Manager of HARMONY AFFORDABLE HOUSING PARTNERS,
LP, an Oklahoma limited partnership



(SEAL)

Stephanie Robnett
Notary Public

My Commission Expires: 12/20/23
My Commission Number: 19012656

REVIEWED as to form and legality.

Rita E. Douglas-Tally
Assistant Municipal Counselor

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Oklahoma, STATE OF OK, AND IS DESCRIBED AS FOLLOWS:

Lot Fifteen (15), in RANEY'S ADDITION, to Oklahoma City, Oklahoma, according to the recorded plat thereof. LESS AND EXCEPT THE FOLLOWING TWO TRACTS:

A part of Block fifteen (15) of Raney's Addition, Oklahoma City, Oklahoma County, Oklahoma, more particularly described as follows;

Commencing at the Southeast Corner of said Block fifteen (15), Raney's Addition, Oklahoma City, Oklahoma County, Oklahoma; Thence N00°00'05"E along the East property line a distance of 149.57 feet; Thence N90°00'00"W a distance of 61.97 feet to the Point or Place of Beginning; Thence N00°00'00"W a distance of 79.52 feet; Thence N00°00'00"W a distance of 48.86 feet; Thence N90°00'00"E a distance of 22.85 feet; Thence S00°00'00"E a distance of 5.00 feet; Thence N90°00'00"E a distance of 16.82 feet; Thence N00°00'00"E a distance of 5.00 feet; Thence N90°00'00"E a distance of

39.85 feet; Thence S00°00'00"E a distance of 48.86 feet to the Point or Place of Beginning.

AND

A part of Block fifteen (15) of Raney's Addition, Oklahoma City, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the Southeast Corner of said Block fifteen (15), Raney's Addition, Oklahoma City, Oklahoma County, Oklahoma; Thence N00°00'05"E along the East property line a distance of 198.43 feet; Thence N90°00'00"W a distance of 61.97 feet to the Point or Place of Beginning; Thence N90°00'00"W a distance of 39.85 feet; Thence S00°00'00"W a distance of 5.00 feet; Thence N90°00'00"W a distance of 16.82 feet; Thence N00°00'00"W a distance of 5.00 feet; Thence N90°00'00"W a distance of 47.52 feet; Thence N00°00'00"W a distance of 40.00 feet; Thence N90°00'00"E a distance of 104.19 feet; Thence S00°00'00"E a distance of 40.00 feet to the Point or Place of Beginning.

