

RECEIVED MTG TAX \$5.00 Fee Only  
PAID on 07-03-24 RCPT#20  
FORREST "BUTCH" FREEMAN  
OKLA CO. TREASURER  
BY TAMMY ASHLEY DEPUTY

2024070301086794 B: 15799 P: 1883  
07/03/2024 04:38:47 PM Pgs: 17  
Fee: \$ 50.00  
Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



First American Title  
3000 W. Memorial Road, Suite 216  
Oklahoma City, OK 73120

Space Above for Recorder's Use Only

**DOCUMENT COVER SHEET**

#  
2830967

**TITLE OF DOCUMENT:** MORTGAGE AND SECURITY AGREEMENT

**DATE OF DOCUMENT:** as of August 15, 2023

**BORROWER:** CROSSROADS AT NE GRAND BLVD., LP  
an Oklahoma limited partnership

**Mailing Address:** 3556 S. Culpepper Circle, Suite 4  
Springfield, Missouri 65804  
Attention: J. Ryan Hamilton

**LENDER:** THE CITY OF OKLAHOMA CITY,  
an Oklahoma municipal corporation

**Mailing Address:** 200 N. Walker Avenue  
Oklahoma City, Oklahoma 73102  
Attention: City Clerk

**LEGAL DESCRIPTION:** See Exhibit A attached hereto.

4

## MORTGAGE AND SECURITY AGREEMENT

**THIS MORTGAGE**, made as of August 15, 2023, is by and between Crossroads at NE Grand Blvd., LP, an Oklahoma limited partnership having its office at 3556 S. Culpepper Circle, Suite 4, Springfield, Missouri 65804, (“**Borrower**” or “**Lessee**”), in favor of The City of Oklahoma City, an Oklahoma municipal corporation, (“**Lender**” or “**CITY**”) 200 N. Walker Avenue, Oklahoma City, Oklahoma 73102.

### RECITALS:

**WHEREAS**, Borrower and Lender have entered into a certain Affordable Housing Loan Agreement for the purpose of developing certain real property for use as long-term affordable housing; and

**WHEREAS**, Lender has agreed to lend funds to Borrower exclusively for the new construction of a 56-unit multifamily apartment complex to be known as *Crossroads at NE Grand Blvd.*, which has as its address 2115 N.E. Grand Boulevard, Oklahoma City, Oklahoma 73120, hereinafter “**the Project**”; and

**WHEREAS**, Borrower and Lender have executed an “Affordable Housing Loan Agreement,” dated August 15, 2023 (the “**Loan Agreement**”), pursuant to which Lender has made a loan to Borrower with funds from the CITY’s American Rescue Plan Act of 2021 (“ARPA”) State and Local Fiscal Recovery Funds (“SLFRF”) program to assist Borrower with the development of “**the Project**”. The Project shall consist of the new construction of fifty-six (56) apartment units in three 3-story buildings, plus a community building and a paved surface parking area; and;

**WHEREAS**, Lender has agreed to lend to Borrower, and Borrower has agreed to meet certain obligations for use of the borrowed funds, or otherwise repay Lender Nine Hundred Thousand and 00/100 dollars (\$900,000.00) of ARPA SLFRF funds (the “**Loan**”) subject to the terms and conditions of the Loan Agreement; and

**WHEREAS**, Lender has agreed to provide the Loan to Borrower exclusively for development of the Project, with the requirement that 100% of the beneficiaries of the Project shall, on an on-going basis be Low- or Moderate-Income Persons as defined by the Loan Agreement; and

**WHEREAS**, Borrower has agreed to provide Lender required information on beneficiary income and other demographic data to evidence that 100% of beneficiaries served by the Project are Low-and Moderate-Income Persons or Households as defined by the Loan Agreement and pursuant to Federal regulations at 24 CFR 570.208(a)(3), and the American Rescue Plan Act of 2021 as applicable.

**WHEREAS**, Pursuant to the Loan Agreement, Borrower is justly indebted to Lender for the Loan amount if the terms of the Loan Agreement are not met; and

**WHEREAS**, the Loan and the performance obligations thereto are secured by this Mortgage of the subject property and the Loan Agreement; and

**WHEREAS**, Borrower's obligations under the Mortgage, and the Borrower's obligations under the Loan Agreement and any other Loan documents executed and delivered by Borrower in favor of the Lender and any other indebtedness or other obligations of Borrower to Lender, owing or which may hereafter become owing, now or hereafter existing, whether monetary, non-monetary, direct, indirect, acquired, joint, several, joint and several, liquidated, unliquidated, existing, future, fixed, contingent or otherwise, and any modifications, amendments, renewals, extensions, restatements and replacements thereof, together with any interest, fees, expenses and other charges thereon, and any amounts expended by or on behalf of Lender for the protection and preservation of the mortgage lien of and security interest created by this Mortgage are hereinafter collectively referred to as the "**Loan Obligations.**"

**NOW, THEREFORE**, to secure the performance of the Loan Obligations, or otherwise the full and prompt repayment of the Loan, Borrower does hereby **GRANT, BARGAIN and SELL, MORTGAGE, CONVEY and CONFIRM**, unto Lender **WITH POWER OF SALE, THE PROPERTY**, and unto Lender's successors and assigns forever, all of Borrower's right, title and interest in, to and under the mortgage and security agreement together with the Project-related fixtures, building materials and supplies, operating supplies and equipment located from time to time on, under or about the Property, specific and limited to the Project Site, together with any alterations, additions and improvements thereto and all restorations and replacements thereof hereafter made from time to time; (b) all estates, easements, interests, licenses, tenements, hereditaments, appurtenances, rights and rights of way, public or private, pertaining, belonging or otherwise relating to the Project; (c) all insurance proceeds and any judgments, settlements, awards and other payments, including interest thereon, which may be made in respect to the Project, as a result of damage to or destruction of the Project in whole or in part, the exercise of the right of condemnation or eminent domain over any interest in the Project, or any other injury to or decrease in the value of the Project; (d) all franchises, permits, licenses and other rights therein respecting the use, occupation or operation of the Project or the activities conducted thereon or thereabout; (e) all rents, income, deposits and other benefits arising out of or otherwise related to the Project and all operating agreements, leases, subleases or rental agreements as herein defined on or affecting the Project, and any security deposits, contract rights, general intangibles, actions, rights of action, and unearned insurance premiums relating to such rental agreement or subleases or rents associated with the Project; and (f) all accessions to, substitutes for, and all modifications, replacements, renewals, products and proceeds of any of the foregoing.

**TO HAVE AND TO HOLD** the Project unto Lender, and unto Lender's successors and assigns forever to secure the Loan and performance of the Loan Obligations (may also be referred to as Obligations).

**BORROWER COVENANTS, REPRESENTS AND WARRANTS AS FOLLOWS:**

**Section 1. Indebtedness and Obligations Secured.** This Mortgage secures the ARPA SLFRF funds advanced under the Loan Agreement, and secures the performance Obligations of the Mortgage and Security Agreement by Borrower in favor of the Lender, and all other instruments now or hereafter evidencing the Obligations of Borrower. The total principal amount of the Loan

secured by this Mortgage is Nine Hundred Thousand and 00/100 dollars (\$900,000.00). In addition, this Mortgage shall secure unpaid balances of advances made by Lender with respect to the Project, for the payment of Impositions, (as hereinafter defined in Section 6, hereto), insurance premiums and costs incurred for the protection of the Project or the demised Lease Premises and any charges, expenses, and fees, including, without limitation, attorneys' fees, which, by the terms hereof, shall be added to and increase the Obligations. This Mortgage shall remain in full force and effect with respect to the Project until either the Obligations of the Loan Agreement are performed in full, and the Loan is fully repaid or forgiven. If the Obligations are performed in accordance with the terms of the Loan Agreement and other applicable Loan Documents, including, without limitation, the observance of all the agreements contained in this Mortgage, this Mortgage shall be released by the Lender.

**Section 2. Fulfillment of Obligations.** On the punctual performance of the Obligations of the Loan Agreement, the Loan Documents and this Mortgage, the Borrower shall be entitled to request and receive a release of this Mortgage to be delivered to and recorded by the Borrower at the Borrower's expense, unless otherwise required by law. The lien of this Mortgage shall continue until the same has been released of record; provided, however, the Lender shall have no liability to the Borrower or any other party for any failure by the Borrower to properly record any release hereof provided by the Lender. If the Borrower pays the indebtedness hereby secured and otherwise performs all of its Obligations as herein described, then, in that event only, this Mortgage shall become void.

**Section 3. Maintenance.** Borrower shall put, keep, and maintain the Project and the Improvements for which Borrower is responsible in good and lawful order, condition, and repair, excepting ordinary wear and tear. Borrower shall make or cause to be made, as and when the same shall become necessary, all structural and non-structural repairs, whether exterior or interior, ordinary or extraordinary, foreseen, or unforeseen. Borrower shall not commit or suffer any waste or contamination of the Property. Lender and its respective agents, contractors and representatives may enter upon and inspect the Project (subject to the rights of tenants) for any purposes, at all reasonable times, and upon reasonable notice to Borrower, until this Mortgage is released. Without limiting the generality of the foregoing, Lender and its respective agents, contractors and representatives may from time to time enter upon the Project Property, as herein below defined and conduct inspections and tests to determine the extent to which any hazardous substances, wastes or other environmentally unsound material have been placed or discharged upon or otherwise affect the Project.

**Section 4. Restoration.** If any of the Improvements or equipment comprising the Project shall be damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation or foreclosure proceedings or the exercise of any right of eminent domain, Borrower acknowledges that the distribution of all proceeds from insurance policies or the distribution of all condemnation awards shall first be made to satisfy the Obligations of the Loan Agreement.

**Section 5. Compliance with Laws; Use of Project.** Borrower shall promptly comply with all present and future laws, statutes, ordinances, rules, regulations, and other requirements (including, without limitation, applicable redevelopment restrictions and covenants, Federal and State housing

and tax law requirements and zoning and building requirements) of all governmental and quasi-governmental authorities whatsoever having jurisdiction in respect of the Project. Borrower shall promptly make all changes, alterations, and improvements necessary to comply with all such present and future laws, statutes, ordinances, rules, regulations, and other requirements. Borrower shall not use or permit the use of the Project in any manner which would tend to impair the value of the Project or materially increase the risk of fire or other casualty.

**Section 6. Impositions.** Borrower shall pay or cause to be paid, as and when the same shall become due and payable, all taxes, assessments, water and sewer rates and charges, license fees and all other governmental levies and charges of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Project or which shall become payable with respect thereto (collectively, “**Impositions**”). Notwithstanding the foregoing, Borrower may contest the validity of any Impositions in good faith and provide a written copy of such contest to the Lender.

**Section 7. Insurance.** The Borrower shall: (a) keep the Project insured against loss or damage by all perils, including fire, lightning, windstorm, tornado, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief, Earthquake, all in amounts greater than or equal to the fair market value of the Project; (b) provide the Lender with policies of property damage and public liability insurance upon request; (c) maintain policies of workers’ compensation insurance and such other coverage as might be required of the Borrower under any applicable statute, law or regulation; and (d) when and to the extent required by the Lender, maintain policies of insurance against any other risk insured against by persons operating like properties in the locality of the Project. All policies of insurance hereby required shall be in such amounts, forms, and companies as are approved by the Lender from time to time. Regardless of the types or amounts of insurance required and approved by the Lender, the Borrower shall assign and deliver to the Lender each original policy of insurance required hereunder as collateral and further security for the payment of the indebtedness hereby secured, with loss payable to the Lender or naming the Lender as an additional insured pursuant to standard Lender endorsements or policy provisions satisfactory to the Lender. If the Lender, by reason of such insurance receives any money for loss or damage, such amount will be paid over wholly or in part to the Borrower for the repair or replacement of the Project, or for any other purpose satisfactory to the Lender. Not less than ten (10) business days before the expiration dates of each policy required of the Borrower hereunder, the Borrower shall deliver to the Lender a renewal policy accompanied by evidence of premium payment satisfactory to the Lender. In the event of the transfer of title to the Project or the foreclosure of this Mortgage, the purchaser of the Project shall succeed to all the rights of the Borrower, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Lender hereunder.

**Section 8. Assignment of Project Income, Rents and Operating or Rental Agreements.** Borrower hereby assigns to Lender all of Borrower’s right, title, and interest in and to any agreement to provide services for pay or any rental agreement with respect to the Project, and all income, rents, issues, and profits of the Project, subject to the terms of the Loan Agreement. The term “operating agreement” shall mean any agreement for which services are rendered for pay, which constitutes income to the Project or income used to pay debts, charges or expenses on the

Project or Property. The term “rental agreement,” or “sublease” shall mean every contract for rent or lease or sublease of the Project or occupancy agreement for the use or occupancy of all or any portion of the Project, which shall hereafter be entered into, and by which Borrower is a lessor or the like, and any renewals, extensions, or other modifications thereof. Borrower grants to Lender, with or without Lender or any other Person (including, without limitation, a receiver) taking possession of the Project, the right to give notice to the tenants of this assignment, to collect income related to the services or work they provide, the Project rents, issues and profits from the tenants and to enter the demised Lease Premises, particularly the Project Property, for purposes of collecting the same and to let the Project and to apply such income, rents, issues and profits, after payment of all charges and expenses relating to the Project, to the Obligations. This assignment shall be an absolute assignment, subject to the license herein granted to Borrower and Borrower’s Obligations hereunder, and shall continue in effect until the Obligations are fully performed and/or otherwise the Loan is fully repaid. Lender hereby grants a revocable license to Borrower to collect and use such rents, issues, and profits; provided, however, that the foregoing license shall be automatically revoked, without any further action on Lender’s part, upon the occurrence of an Event of Default. Borrower hereby agrees to protect, defend, indemnify and hold Lender harmless from any and all liability and expenses arising from any such rental agreement or other sublease agreement or any assignments thereof, except to the extent caused by the gross negligence or willful misconduct of Lender. No assignment of any such rental agreement or other sublease agreement shall place the responsibility for the control, care, management or repair of the Project upon Lender, nor make Lender liable for any negligence or other tortuous conduct, whether by Lender or any other Person, with respect to the management, operation, upkeep, repair or control of the Project resulting in injury, death, property or other damage or loss of any nature whatsoever. Lender may exercise Lender’s rights from time to time under this Section 8 without first commencing foreclosure proceedings against the Project if Lender so elects. Any such election by Lender to exercise Lender’s rights from time to time under this Section 8 shall not prohibit Lender from simultaneously or thereafter foreclosing upon the Project or Leasehold Mortgage or exercising any other rights available to Lender hereunder or at law or in equity.

**Section 9. Lender’s Right to Perform Borrower’s Covenants.** If Borrower shall fail to perform or observe any of the Obligations or otherwise promptly and fully pay the Loan, then Lender may, at Lender’s option, but without any obligation to do so, and without waiving or releasing Borrower from any of the Obligations, pay any Obligation or perform any Obligation or take such other action as Lender deems necessary or desirable in order to cause such Obligation to be performed, observed or otherwise paid, as the case may be. Borrower hereby grants to Lender and agrees that Lender shall have the absolute and immediate right to enter the Premises, particularly the Project Property, to such extent and as often as Lender, in Lender’s discretion, deems necessary or desirable for such purpose. Lender may pay and expend such sums of money as Lender, in Lender’s discretion, deems necessary for any such purpose. Borrower hereby agrees to pay to Lender, on demand, all such sums so paid or expended by Lender, together with interest thereon from the date of each such payment or expenditure at the then applicable rate under the Note. All sums so paid or expended by Lender, and the interest thereon, shall be added to the Obligations and shall be secured by the lien of this Mortgage.

**Section 10. Security Agreement.** Borrower hereby grants to Lender, as further security for the Obligations, a security interest in all personal property of Borrower now or hereafter located on or

about the Project or the Improvements, or which otherwise relate to the Project on the Property or Borrower's use of the Project on the Property in any respect. Such security interest includes, without limitation, all of Borrower's presently owned or hereafter acquired (a) goods, chattels, furniture, fixtures, operating supplies, equipment, machinery, parts and tools, together with all additions, attachments, accessories, accessions and repairs thereto; (b) building materials and supplies; (c) inventory; (d) accounts, chattel paper, instruments and general intangibles; (e) all Property which constitutes fixtures or personal property; and (f) all proceeds, products, replacements, additions and substitutions of the property described in (a) through (e) above.

10.1 Assembly; Sale. On default hereunder, the Lender may, at the Lender's option, require the Borrower to assemble such personal property and make the same available to the Lender at a place reasonably, convenient to both parties, to be designated by the Lender. All or any part of such personal property may, at the option of the Lender, be combined with the real property included in the Mortgaged Property and may be sold as an entirety, or such personal property may be sold separately in one or more lots and in such order and manner as the Lender may elect.

10.2 Notice of Sale. The Lender shall give the Borrower written notice of the time and place of any public sale of any such personal property or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to the Borrower at least ten (10) days before the time of such sale or other disposition, which provisions for notice the Borrower agrees are reasonable.

10.3 Additional Documents. The Borrower shall from time to time, within ten (10) business days after request by the Lender, execute, acknowledge and deliver any Project report, Project beneficiary information, rent roll, financing statement, renewal affidavit, certificate, continuation statement, inventory or other document that the Lender might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created thereby and the priority of this Mortgage, and shall, on demand, pay any expenses incurred by the Lender in the preparation, execution and filing of any such documents.

**Section 11. Liens.** This Mortgage is and shall be maintained as a valid lien on the Project and Improvements thereto, and Borrower shall not create or permit to exist any security interest, lien, claim or other encumbrance against the Project or Premises, except liens related to taxes or encumbrances which are not yet due and payable or which are being contested in good faith in accordance with Section 6 of this Mortgage, related to Impositions.

**Section 12. Default.** The Loan shall become immediately due and payable in full at the option of Lender upon the occurrence of any one or more of the following (each being an "Event of Default"): (a) the occurrence of any Event of Default under the Loan Agreement or any other Loan Document; (b) Borrower shall fail to perform any of its Obligations within thirty (30) calendar days after receipt of written notice of such default from Lender; provided, however, that if such default is of a type that is not capable of cure within such thirty-day period, such default shall not be an Event of Default if Borrower or Borrower commences to cure such default within such thirty-day period and thereafter diligently prosecutes such cure to completion within ninety

(90) calendar days after receipt of such notice; (c) any representation or warranty of Borrower to Lender as set forth herein shall prove to have been incorrect, incomplete or misleading in any material respect as of the date hereof, or any such representation or warranty shall become incorrect, incomplete or misleading in any material respect and Borrower shall fail to give Lender prompt notice thereof; (d) Borrower shall sell, convey, alienate, assign or otherwise transfer the Property, or any part thereof or interest therein, in any manner, whether voluntary, involuntary, by operation of law or otherwise, or Borrower shall enter into any agreement, written or oral, to so sell, convey, alienate, assign or otherwise transfer the Project, or any part thereof or interest therein, except as otherwise permitted in the Loan Agreement; (e) the occurrence of any default or an event of default (however defined or described) under any other deed of trust, mortgage or like real property security instrument which encumbers the Property, including, without limitation, any document evidencing any obligation secured thereby, beyond the applicable grace or cure period, if any, or any foreclosure or similar proceeding shall be commenced with respect to the Property; or (f) Borrower shall deliver to Lender any notice purporting to terminate, or Borrower shall take any other action purporting to terminate, the operation of this Mortgage as security for any future advances or future obligations. Whenever Lender is given the option to accelerate the maturity of all or any part of the Obligations, Lender may, to the extent permitted by law, do so without presentment, protest, notice to or demand upon Borrower, all of which are hereby waived by Borrower. Notwithstanding anything to the contrary, the General Partner and Limited Partners of the Borrower shall be afforded the same notice and cure rights provided to Mortgagor under any of the Loan Documents and shall have the right, but not the obligation to provide performance on behalf of the Mortgagor.

**Section 13. Bankruptcy.** The entire indebtedness secured by this Mortgage shall become immediately due, at the option of the Lender, if by order of a Court of competent jurisdiction a receiver, liquidator or trustee of the Borrower, or of all or any part of the Mortgaged Property is appointed; or, if by decree of such Court, the Borrower is adjudicated bankrupt or insolvent or all or any part of the Mortgaged Property is sequestered; or if the Borrower voluntarily files a petition in bankruptcy or seeks relief under the provisions of any bankruptcy or insolvency law or is involuntarily subjected to the filing of any such petition; or if the Borrower files a petition or answer seeking reorganization or an arrangement with creditors; or if (without limiting the generality of the foregoing) the Borrower makes an assignment for the benefit of creditors, or admits in writing an inability to pay debts generally as the same become due, or consents to the appointment of a receiver, trustee or liquidator of the Borrower, or of all or any part of the Mortgaged Property.

**Section 14. Appointment of Receiver.** If any action shall be commenced to foreclose this Mortgage, without obligation to do so, Lender, to the extent permitted by applicable law, may apply for the appointment of a receiver in an action for the foreclosure of this Mortgage, as provided in 12 Okla. Stat. § 1551(2)(c), and that Lender may also have the right to the appointment of a receiver upon the other grounds for appointment of a receiver set forth in 12 Okla. Stat. § 1551(2)(a) or (b) or in accordance with 12 Okla. Stat. § 1551 (6), which authorizes appointment in all other cases where receivers have been appointed by the usages of the courts of equity. Appointment of such receiver shall be as a matter of right, without consideration of the value of the Project or Leasehold as security for the amounts due to Lender or the solvency of any Person liable for the payment of such amounts.

**Section 15. Foreclosure.**

(a) After the occurrence of any Event of Default, Lender may sell all or any portion of Borrower's interest in the Project in the manner and pursuant to the procedures set forth in the Oklahoma Power of Sale Mortgage Foreclosure Act, 46 Okla. Stat. §§ 40-49, as amended and in effect from time to time (the "Oklahoma POS Act") or pursuant to other applicable statutory or judicial authority. If no cure is affected within the time limits set forth in the Oklahoma POS Act, Lender may accelerate the indebtedness under the Loan Agreement without further notice and may then proceed in the manner and subject to the conditions of the Oklahoma POS Act to send to Borrower and other necessary parties a notice of sale, and may sell and convey the Borrower's interest in the Project in accordance with the Oklahoma POS Act. Lender may also foreclose this Mortgage at Lender's sole option, by judicial foreclosure proceedings as provided by law. No action of Lender based upon the provisions contained herein or in the Oklahoma POS Act, including, without limitation, the giving of the notice of intent to foreclose by power of sale or the notice of sale, shall constitute an election of remedies which would preclude Lender from accelerating the Obligations and pursuing judicial foreclosure before or at any time after commencement of the power of sale foreclosure procedure. Failure to join or to provide notice to tenants or any other persons as defendants or otherwise in any foreclosure action or suit shall not constitute a defense to such foreclosure or other action. Upon any foreclosure sale, whether by virtue of judicial proceedings or otherwise, Lender may bid and purchase the Project or any part thereof or interest therein and, upon compliance with the terms of the sale, may hold, retain, possess, and dispose of the same in Lender's own absolute right, without further accountability.

(b) Upon any foreclosure sale, Lender shall execute and deliver a deed or deeds of conveyance of the Borrower's or Borrower's interest in the Property sold to the purchasers thereof, and any statement or recital or fact in such deed or deeds shall be prima facie evidence of the truth of such statement or recital, and Lender shall receive the proceeds of such sale, out of which Lender shall pay the following amounts in the following order of payment: first, the costs and expenses of selling the Property, including, without limitation, publication, survey, title and abstract costs and other expenses, and compensation to any attorneys employed by Lender for their services and expenses; second, to Lender, upon the usual vouchers therefore, all monies paid for insurance, taxes, lien claims, and any other costs and expenses advanced or incurred by Lender to preserve or protect the Property, and interest on any of the foregoing to the extent permitted herein and allowed under applicable law; third, to Lender, the amount of the outstanding Obligations, together with the interest thereon; fourth, the amount due on junior encumbrances, if any, with interest; and fifth, the remainder of such proceeds, if any, shall be paid to Borrower.

(c) Appraisal of the Property is hereby waived or not waived at the option of Lender, such option to be exercised at or prior to the entry of judgment in any judicial foreclosure action.

**Section 16. Possession of Project Property.** To the extent permitted by applicable law, after the occurrence of any Event of Default, Lender and Lender's agents, designees or assigns are authorized to (a) take over the ownership and operation of the Project Property with or without legal action; (b) take possession of the Project Property, with or without legal action; (c) rent the Project Property; (d) collect all income, rents, issues and profits therefrom, with or without taking

possession of the Project Property; and (e) after deducting all costs of collection and administration expenses, apply the net rents, issues and profits to the payment of Impositions, insurance premiums and all other carrying charges (including, without limitation, agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Project Property, or on account and in reduction of the Obligations, in such order and amounts as Lender, in Lender's sole discretion, may elect. Lender shall be liable to account only for rents, issues and profits actually received by it.

**Section 17. Expenses of Lender.** To the extent permitted by applicable law, all costs and expenses paid or incurred by Lender, including, without limitation, reasonable attorneys' fees, in any action, proceeding or dispute of any kind in which Lender is made a party or appears as a plaintiff or defendant, affecting Lender, this Mortgage, any of the other Loan Documents and/or the Project Property, including, without limitation, the enforcement of this Mortgage, any condemnation action involving the Project Property, any action to protect the security hereof, or any case or proceeding under Title 11 of the United States Code, related to Bankruptcy, shall be added to and included in the Obligations and shall be secured by this Mortgage and, upon demand, shall be immediately due from Borrower.

**Section 18. Recording and Other Fees; Further Assurances.** Borrower shall pay all recording and filing fees, all recording taxes and all other costs and expenses in connection with the preparation, execution and recordation and other manner of perfection of this Mortgage and any other Loan Documents and shall reimburse Lender on demand for all costs and expenses of any kind incurred by or on behalf of Lender in connection therewith. Borrower agrees to execute and deliver promptly such instruments and other documents and promptly to take such action or promptly refrain from taking such action, as Lender may reasonably request, from time to time, to evidence, create, perfect, continue or otherwise assure Lender of the real and personal property security interests granted, or purported to be granted, to or for the benefit of Lender hereunder and all other rights and benefits granted, or purported to be granted, to or for the benefit of Lender hereunder, all at the sole cost and expense of Borrower.

**Section 19. Other Documents.** The Borrower agrees that a default in performance under any of the documents associated with the Loan Obligations shall constitute a default in performance under this Mortgage, which shall entitle the Lender, at the Lender's option, to exercise any one or more of the rights and remedies of the Lender herein provided.

**Section 20. No Waiver.** Any failure by Lender to insist upon the strict performance by Borrower or Borrower of any of the Obligations shall not be deemed to be a waiver of any of such Obligations, and Lender, notwithstanding any such failure, may thereafter insist upon strict performance by Borrower of any and all of the Obligations.

**Section 21. Rights Cumulative.** The rights and remedies provided for in this Mortgage, or which Lender may otherwise have at law or in equity, shall be distinct, separate and cumulative and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by Lender, shall be deemed to be in exclusion of any other, and, to the extent permitted by law, any two or more of all such rights and remedies may be exercised at the same time.

**Section 22. Severability.** If any provision of this Mortgage shall be invalid or otherwise unenforceable, then the remaining provisions of this Mortgage shall remain in effect and shall be enforceable in accordance with their respective terms.

**Section 23. Borrower Exculpation.** Neither Borrower nor any of the managers, members, trustees, officers, directors, employees or agents of Borrower shall be personally liable for payment of the indebtedness evidenced by the Note and secured by the Mortgage. In enforcing its rights and remedies under the Mortgage, Lender shall look solely to the Project Property for the payment of the indebtedness and for the payment of any claim hereunder or for the performance of any obligation, agreement, condition or term to be performed or observed by Borrower hereunder or under the Loan Agreement or any other document securing any of the collateral thereof. Any judgment against Borrower shall be limited to the interest of Lender in the Project Property and shall not attach to any other property or asset of the Borrower.

**Section 24. Environmental.**

(a) With respect to the Project Property, Borrower shall at all times comply in all respects with all applicable laws (whether statutory, common law or otherwise), rules, regulations, orders, permits, licenses, ordinances, judgments or decrees of all governmental authorities (whether federal, state, local or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water or air pollution, composition of products, underground storage tanks, toxic substances or chemicals, solid and special wastes, hazardous wastes, substances, material or chemicals, waste, used or recycled oil, asbestos, occupational health and safety, nuisances, trespass and negligence.

(b) Borrower agrees to protect, defend, indemnify and hold Lender harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements, of any kind or nature whatsoever, including, without limitation, attorneys' and experts' fees, which may be imposed on, incurred by or asserted against Lender in any way relating to or arising from the Obligations, this Mortgage, the other Loan Documents and/or the Project Property, unless such claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements are caused solely by, or otherwise arise solely out of, Lender's gross negligence or willful misconduct, or arise after the foreclosure of this Mortgage or the conveyance of the Project Property to Lender or a third party in lieu of foreclosure and were in no way attributable to any act or omission of Borrower. All of Borrower's Obligations under this Section 24 shall survive the foreclosure, release or other termination of this Mortgage and the satisfaction of the Obligations.

**Section 25. Construction.** Wherever used in this Mortgage: the words "operating agreement" shall mean any agreement for which services are rendered for pay, which constitutes income to the Project or income used to pay debts, charges or expenses on the Project or Property; the words "rental agreement," "sublease," or "rent" means "any agreement between the Borrower, as lessor, and any other person or entity for the use, occupancy or possession of all or any part of the Project Property"; the word "Mortgage" means "this instrument and all extensions, modifications, renewals, consolidations and amendments thereof"; the word "Project Property" means "that limited portion of the Property upon which the Project takes place, and the Improvements made thereupon including items of real and personal property now owned or hereafter acquired by the

Borrower to the extent described herein and all future additions to, increases of, replacements and substitutions for and proceeds and products thereof”; the word “Lender” means “the Person or entity named herein as Lender or any subsequent holder or holders of this Mortgage”; the word “Borrower” means “the person named herein as Borrower and/or any subsequent owner or owners of an interest in the Project Property”; and the word “Person” means “any individual, corporation, partnership, association, trust, joint venture or any government or agency or political subdivision thereof.” The paragraph headings of this Mortgage are included for convenience in reference and are not intended to define, limit, or modify the terms of this Mortgage. If any provision of this Mortgage is held to be invalid, illegal, or unenforceable in any respect or application, for any reason, such invalidity, illegality, or unenforceability shall not affect the other provisions herein contained and such other provisions shall remain in full force and effect. This Mortgage is intended to create rights between the Borrower and the Lender and is not intended to confer rights on any other person or to constitute such person a third-party beneficiary hereunder.

**Section 26. Amendment.** This Mortgage cannot be changed except by an agreement in writing signed by the Borrower and the Lender.

**Section 27. Successors and Assigns.** The terms, covenants and provisions of this Mortgage shall apply to and be binding upon Borrower and all subsequent owners and other persons who have an interest in the Property, and shall inure to benefit of Lender, the successors and assigns of Lender, and all subsequent holders of this Mortgage; provided that the foregoing shall not be construed to modify the provisions of this Mortgage relating to the occurrence of an Event of Default in consequence of certain transfers of the Project Property.

**Section 28. Notices.** Any notice, request, demand, consent, confirmation or other communication hereunder shall be in writing and delivered (a) in person, by messenger or overnight courier; (b) by registered or certified mail, return receipt requested and postage prepaid; to the applicable party at its address forth below, or at such other address as such party hereafter may designate as its address for communications hereunder by notice so given. Such notices and communications shall be deemed delivered upon receipt (or refusal to accept delivery); provided that all notices and communications sent by email shall also be evidenced by the email Delivery Receipt option confirming the message was delivered to the recipient’s email server or Read receipt confirming the recipient viewed the message check box; and provided further that all notices or other communications sent by email shall also delivered by another means permitted by under this Section 28.

(a) If to Borrower:

Crossroads at NE Grand Blvd., LP  
3556 S. Culpepper Circle, Suite 4  
Springfield, Missouri 65804  
Attention: J. Ryan Hamilton, Manager

with a copy to:

Crossroads at NE Grand Blvd., LP  
3556 S. Culpepper Circle, Suite 4

Springfield, Missouri 65804  
Attention: Jennifer A. Merlo, General Counsel

with a copy to:

Raymond James Affordable Housing Investments,  
Inc.  
880 Carillon Parkway  
St. Petersburg, Florida 33716  
Email Address: [Steve.Kropf@RaymondJames.com](mailto:Steve.Kropf@RaymondJames.com)  
Attention: Steven J. Kropf, President

(b) If to Lender:

The City of Oklahoma City  
200 N. Walker, 3<sup>rd</sup> Floor  
Oklahoma City, Oklahoma 73102  
Attention: City Manager

with a copy to:

Office of the City Clerk  
200 N. Walker, 2<sup>nd</sup> Floor  
Oklahoma City, Oklahoma 73102

and a copy to:

Oklahoma City Planning Department  
Housing and Community Development Division  
420 W. Main Street, Suite 920  
Oklahoma City, OK 73102  
Attn: Principal Planner, Community Development

**Section 29. Miscellaneous.**

(a) This Mortgage and its provisions cannot be changed, waived, discharged, or terminated orally. Any change to this mortgage shall be only by an agreement in writing, signed by the party against whom enforcement of such change, waiver, discharge, or termination is sought.

(b) This Mortgage, the Obligations arising hereunder, the creation of the lien and the enforcement upon the security covered by this Mortgage shall be governed by, and construed in accordance with, the laws of the State of Oklahoma and any applicable laws of the United States of America.

(c) This Mortgage shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.

(d) All terms and words used in this Mortgage, regardless of the number or gender in which

they are used, shall be deemed to include any other number and any other gender as the context may require.

(e) The section headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

(f) All covenants contained herein shall run with the Project Property until all of the Obligations have been fully performed or otherwise paid. Time is of the essence in the performance and/or payment by Borrower of the Obligations. If the last day of any time period falls on a Saturday, Sunday, or legal holiday, then the duration of the time period shall be extended to the next succeeding day that is not a Saturday, Sunday, or legal holiday.

(g) This Mortgage may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together will constitute one instrument.

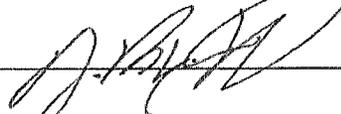
**[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Borrower and Lender have caused this Mortgage to be duly executed as of the day and year first above written.

**BORROWER:**

**Crossroads at NE Grand Blvd., LP,**  
an Oklahoma limited partnership

By: Crossroads at NE Grand Blvd. GP, LLC

  
\_\_\_\_\_

By: J. Ryan Hamilton

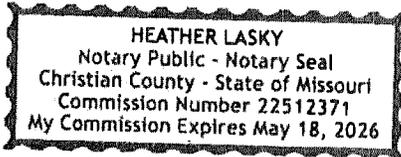
Its: Manager

**ACKNOWLEDGMENT**

STATE OF Missouri )  
 ) ss.  
COUNTY OF Christian )

This instrument was acknowledged before me on July 20, 2023, by J. Ryan Hamilton, Manager of Crossroads at NE Grand Blvd. GP, LLC, the general partner of Crossroads at NE Grand Blvd., LP, an Oklahoma limited partnership.

(Seal)



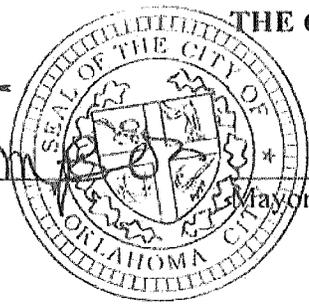
Heather Lasky  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 18, 2026  
Commission # 22512371

APPROVED by the City Council of The City of Oklahoma City this 15<sup>th</sup> day of August, 2023.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson  
City Clerk



David Holt  
Mayor

REVIEWED for form and legality.

[Signature]  
Assistant Municipal Counselor

## EXHIBIT A- LEGAL DESCRIPTION

### The Project Site:

Address: 2115 N.E. Grand Boulevard, Oklahoma City, OK 73120

### Legal Description:

Issuing Office File Number: 2701845-OK24

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

A part of Blocks Six (6) and Seven (7), of SUCCESS HEIGHTS ADDITION, to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows: Beginning at a point Five (5) feet North of the Southeast corner of Lot Six (6), said Block Six (6); Thence South  $0^{\circ}06'53''$  East line of said Blocks Six (6) and Seven (7), a distance of 310 feet to the Southeast corner of Lot Five (5), Block Seven (7); Thence North  $89^{\circ}38'53''$  West along with the South line of said Lot Five (5) extended a distance of 150 feet to a point on the East line of Lot Twelve (12), said Block Seven (7); Thence South  $0^{\circ}06'53''$  East along the East line of said Lot Twelve (12) a distance of Ten (10) feet to the Southeast corner of said Lot Twelve (12); Thence North  $89^{\circ}38'53''$  West along the South line of Lots 12 32, said Block Seven (7) a distance of 531.9 feet to the Southwest corner of said Lot Thirty-two (32); Thence North  $0^{\circ}31'16''$  West along the West line of said Blocks Six (6) and Seven (7), a distance of 194.01 feet to a point on the West line of Lot Thirty-three (33), said Block Six (6), 100 feet from and at right angles to the Missouri, Kansas-Texas Railroad Company main line track; Thence Northeasterly, parallel to and 100 feet from said main line track along a curve to the right whose chord bears North  $22^{\circ}55'52''$  East a distance of 136.43 feet to a point on the North line of Lot Thirty-four (34), said Block Six (6); Thence South  $89^{\circ}38'53''$  East along the North line of Lots 34-53, said Block Six (6) extended a distance of 628.25 feet to the point or place of beginning.