

RETURN OR PROVIDE NOTICE TO:

Oklahoma City Planning Department
Housing & Community Development
Division 420 W. Main St. Ste. 920
Oklahoma City, OK 73102

Community Action Agency
Attn: Executive Division
319 S.W. 25th Street Suite 310
Oklahoma City, OK 73109

2024010901003647 B: 15647 P: 717
01/09/2024 09:48:40 AM Pgs: 3
Fee: \$22.00
Maressa Treat, County Clerk
Oklahoma County - State of Oklahoma



**MORTGAGE
CDBG PUBLIC FACILITY PROGRAM ASSISTANCE**

This Mortgage is made this 1 day of December 2023, by Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., an Oklahoma nonprofit corporation in good standing hereinafter called "Subrecipient," in favor of The City of Oklahoma City, an Oklahoma Municipal Corporation hereinafter called "The City."

WITNESSETH:

WHEREAS, Subrecipient and The City have entered into a certain Community Development Block Grant 2019-20 Public Facility Program Funding Agreement with the Subrecipient effective November 15, 2020; and

WHEREAS, Subrecipient entered into the aforementioned Funding Agreement with The City and thereby obtained Community Development Block Grant ("CDBG") funds for replacement of the roof on the building ("The Project") where Subrecipient implements programs to assist low to moderate income persons in Oklahoma City; and

WHEREAS, The City has agreed to provide funds to Subrecipient exclusively for this Project; and

WHEREAS, Subrecipient commits to provide the aforementioned public benefits for the intended beneficiaries for at least five (5) years after project completion.

NOW, THEREFORE, in consideration of the terms of the Funding Agreement, and for the purpose of securing funds provided by The City to Subrecipient for the successful completion of The Project, Subrecipient acknowledges the following and agrees thereto:

1. Subrecipient is justly indebted to The City for the sum of One Hundred Sixty Thousand and 00/100 dollars (\$160,000.00).
2. Subrecipient, for the purpose of securing the amount of One Hundred Sixty Thousand and 00/100 dollars (\$160,000.00), the receipt of which is hereby acknowledged, does by these presents mortgage unto The City and/or its successors or assigns the real property having an address and legal description to wit:

319 Southwest 25th, Oklahoma City, OK 73109.

The property legal description is: All of Lots Sixteen (16), Seventeen (17), Eighteen (18), and Nineteen (19), in Block fourteen (14), Capitol Hill Addition, to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof; less and except all, oil, gas and other related minerals.

3. The Mortgage assigned to the real property(ies) may subordinate to a first mortgage from a primary lender but only after having been approved in writing by The City.
4. No further encumbrance for debt on the property(ies) shall be allowed except by prior written consent of The City.
5. Subrecipient understands and agrees that this Mortgage shall be recorded in the office of the County Clerk, Oklahoma County, State of Oklahoma, and that this Mortgage shall be an encumbrance upon the title to the property described herein above until released by The City.
6. The work performed on The Project shall be in conformance to the terms of the Funding 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(ies).
7. Subrecipient pledges the property(ies) and The Project thereupon as security for its indebtedness and agrees to release all claims on the property(ies) and project and either convey the property(ies) to The City under warranty deed or repay all funds drawn from The City invested in The Project if the terms of the Funding Agreement and this Mortgage are not met.
8. Subrecipient shall maintain, preserve and keep the property(ies) and project in good repair, and timely make all needed and proper repairs to The Project, replacements and additions thereto, so that at all times the efficiency and habitability thereof shall be fully preserved and maintained.
9. The City shall release this lien upon satisfactory completion of any of the following applicable provisions:
 - a. The indebtedness of \$160,000.00 upon the real property(ies) secured by this lien is repaid or otherwise satisfied under the terms of the Agreement.
 - b. The property(ies) secured by this Mortgage is conveyed to The City under warranty deed.
 - c. Program Income is returned to The City upon sale of the property in accordance with CDBG Regulations.
 - d. The Project developed with funds secured by this lien continues to operate for its intended purpose for five (5) years from the date of Initial Project

