



STATE OF OKLAHOMA }  
CLEVELAND COUNTY }

J.S.

IN THE DISTRICT COURT OF CLEVELAND COUNTY

STATE OF OKLAHOMA AUG 15 2024

Rodolphe L. Khouri,

Plaintiff,

vs.

James N. Hardwick,

Defendant.

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In the office of the  
Clerk of Court MARILYN WILLIAMS

No. CJ-2024- 1101

**Petition for Foreclosure**

COMES NOW Rodolphe L. Khouri, and for his cause of action against the defendant, James N. Hardwick, states:

**General Allegations**

1. The real property which is the subject of this foreclosure action is located in Cleveland County, Oklahoma, and this court has jurisdiction of the subject matter and parties.

**First Cause of Action**

2. On April 28, 2023, James N. Hardwick, a single man, executed a certain commercial promissory note in writing payable to Rodolphe L. Khouri for the original principal sum of \$1,250,000.00, to be paid with interest at the rate of 14% per annum. The note was payable in monthly installments of interest in the amount of \$14,583.33 beginning June 1, 2023, and continuing for 11 months with all principal and interest due and payable on the 12th month.

3. The note was secured by a mortgage on the following real estate and premises situated in Cleveland County, Oklahoma, to-wit:

Lot One (1), Block One (1), of Amended Plat of South Lake Addition Section 7, being a part of the Northeast Quarter (NE/4) of Section Nine (9), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, containing 29 acres, more or less, and located at 1900 Ann Branden Blvd, Norman, Ok, 73071.

Said mortgage was recorded on May 1, 2023, in the Cleveland County Clerk's Office, and recorded in Book 6543at Page 262. Plaintiff is the owner and holder of the note and in possession of the note. Plaintiff has given Defendant written notice of default on June 25, 2024, and Defendant has failed to respond since that date. A copy of the note and mortgage are attached as Exhibits 1 and 2.

4. The debt has fully matured and Defendant has defaulted in paying the balance due on the debt. There is currently due the sum of \$1,250,000.00 plus interest at 14% from May 1, 2024. Defendant is further liable for any taxes accrued and accruing along with any preservation fees. Defendant further owes Plaintiff all costs of abstracting, filing fees, court costs, and a reasonable attorney's fees.

5. Plaintiff is entitled to judgment in personam and in rem against the Defendant for foreclosure against the above real property.

6. The loan agreement and the note specifically provide that, in case of the foreclosure of the mortgage, the court shall decree and direct that the sale be made either with or without appraisal as the Plaintiff shall elect. If appraisal is waived, the property may be sold without appraisal after the expiration of six months from the date of the foreclosure judgment. At this time, Plaintiff elects to waive appraisal.

### **Second Cause of Action**

7. On January 5, 2024, Defendant executed a commercial note in favor of

Plaintiff in the original principal amount of \$500,000.00 with interest thereon at 14% per annum. The note was payable with interest only in the amount of \$5,833.33 beginning one month from the date of the note and continuing on the same day of each month thereafter until the loan fully matured on May 1, 2024. Plaintiff has given Defendant written notice of default on June 25, 2024, and Defendant has failed to respond.

8. The note was secured by a mortgage on the real property set out in paragraph 2 above recorded on January 16, 2024, in Book 625 at Page 708.

9. There is currently due the sum of \$500,000.00 plus interest at 14% from May 1, 2024. Defendant is further liable for any taxes accrued and accruing and accruing along with any preservation fees. Defendant further owes Plaintiff all costs of abstracting, filing fees, court costs, and a reasonable attorney's fees.

10. Plaintiff is entitled to judgment in personam and in rem against the Defendant for foreclosure against the real property.

11. The loan agreement and the note specifically provide that, in case of the foreclosure of the mortgage, the court shall decree and direct that the sale be made either with or without appraisal as the Plaintiff shall elect. If appraisal is waived, the property may be sold without appraisal after the expiration of six months from the date of the foreclosure judgment. At this time, Plaintiff elects to waive appraisal.

WHEREFORE, Plaintiff prays for a judgment of this court determining the amount due on the notes and mortgages that comprise the first and second causes of action, declaring same a first and second lien on the real property and ordering

foreclosure. Plaintiff also prays for any further relief as the court may deem equitable and proper.



Cheryl Clayton, P.C., OBA 1726  
P. O. Box 88, 110 S. Main St.  
Noble, Oklahoma 73068  
(405) 872-9216  
[cheryl@cherylclayton.law](mailto:cheryl@cherylclayton.law)  
Attorney for Plaintiff

Pursuant to 12 O.S. §426, I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

8/13/2024 NORMA, OK.  
Date and Place

  
Rodolphe L. Khouri

PROMISSORY NOTE

Date: April 28<sup>th</sup>, 2023.

Borrower:  
James N. Hardwick  
4673 Thornton Ave. Suite A  
Fremont, CA 94536

Lender:  
Rodolphe L. Khouri  
620 N. Berry Road  
Norman, Ok 73069

Note Amount: One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00)

Interest Rate: 14%

Maturity Date: One year.

For value received, the undersigned Borrower promises to pay to **RODOLPHE L. KHOURI**, or his assigns, as Lender, the principal sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) with interest at the rate of 14% per annum and due in full one year from the note date.

The note shall be paid in monthly installments of interest only in the amount of \$14,583.33, plus late payment penalties, if any, beginning June 1, 2023, and continuing on the same day of each month thereafter for a period of 11 months with a final balloon payment due on the 12th month for all remaining principal, interest, and unpaid penalties. Any payment more than 5 business days past the due date shall incur a late payment penalty of 5% of the monthly interest installment which shall immediately be due and charged to Borrower.

If the note is executed prior to May 1, 2023, interest from the date of the note to May 1, 2023, will be prepaid at the rate of \$479.45 per day.

The Note is due in full at maturity and Lender is under no obligation to refinance the loan at that time.

All payments due and owing under this Note or any other loan documents shall be paid directly to Lender at the above address.

Borrower has the right at any time to prepay the entire outstanding amount of this Note. Borrower has the right to make a partial prepayment of this Note at any time. Prepayments shall be applied first to unpaid interest, then to penalties and expenses for

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which the Lender may be entitled to receive reimbursement under the terms of this Note or any document related to the Note, and lastly against principal. Partial prepayment shall not postpone the due date or change the amount of subsequent monthly installments.

Borrower waives notice, intent to accelerate, demand, presentment for payment, and agree that the Note will not be affected by any release or change in any security interest or failure to perfect or maintain any security interest.

Time is of the essence in the performance of this Note.

Borrower will be in default if:

- (i) Borrower does not make full payment within thirty (30) days of the due date of any monthly installment due date;
- (ii) Borrower is in default of any provisions in the note, loan agreement or mortgage securing this note;
- (iii) Death of the Borrower;
- (iv) A bankruptcy or foreclosure or creditor action is filed that affects the mortgaged property, directly or indirectly;
- (v) There is a failure of the mortgage to create a valid and perfected security interest at any time and for any reason;
- (vi) Any interest in the property securing the debt is transferred voluntarily, involuntarily, or by operation of law.

Upon the occurrence of an event of default specified in the foregoing paragraphs of this Note, at the option of Lender, immediately and without notice to Borrower, the obligation of Borrower hereunder shall immediately become due and payable without further action of any kind. Failure to exercise a default or claim of default will not constitute a waiver of the right to exercise such option in the event of a subsequent event of default.

The Borrower further promises to pay all costs and expenses, including reasonable attorney fees, which may be incurred by the Lender in collecting any sums due under this Note or in bringing any action to foreclose the lien securing this Note or in protecting or sustaining any lien or security agreement.

Lender has all rights and remedies and recourse granted in this Note, the mortgage securing same, the loan agreement, and all other instruments executed as part of the loan transaction and same may be pursued separately, cumulatively, or

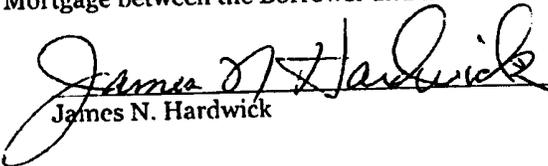
successively at the sole discretion of the lender as often as occasion shall arise. Failure to exercise an option shall not be a waiver or release of the right or remedy in the future.

Failure by the holder of the Note to insist upon performance in accordance with the terms of this Note or the lien securing this Note shall not be deemed a waiver of any other obligation under this Note or the lien securing this Note.

Lender reserves the right to pledge, hypothecate, assign, or otherwise dispose of this Note. Any subsequent holder of this Note shall not be subject to (and the Borrower expressly waives as against such subsequent holder) any defenses, set-offs, counterclaims or other objections to the payment of this Note.

This Note may not be assumed by any third party. Any sale of the property secured by this note, including a lease with option to buy or transfer by operation of law, shall cause the whole amount to become immediately due and payable.

This Note is secured by a first Mortgage between the Borrower and Lender.

  
James N. Hardwick

DOC# R2023-10842 BT: RB B: 6543 P: 262 M  
05/01/2023 11:07:27 AM Pages: 5  
Tammy Bellinson - Cleveland County Clerk, OK  
Fee: \$26.00 bp  
Electronically Filed



Stewart Title of Oklahoma, Inc.  
701 N. Broadway, # 300  
Oklahoma City, OK 73102

1968256

TREASURER ENDORSEMENT  
I hereby certify that I received \$250.00 and issued receipt  
No. 2022.60634 therefore in payment of mortgage tax on the within  
Mortgage \$5.00 filing fee. Dated this 1st day of May, 2023  
JIM REYNOLDS County Treasurer By TALIA CRAIN, Deputy

MORTGAGE 7

THIS MORTGAGE is made this 25<sup>th</sup> day of April, 2023, by James N. Hardwick, a single man, as "Borrower", at 4673 Thornton Ave. Suite A, Fremont, CA 94536, in favor of Rodolphe L. Khouri, as "Lender", at 620 N. Berry Road, Norman, Oklahoma, 73069.

WHEREAS, Borrower is indebted to Lender in the sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), which indebtedness is evidenced by Borrower's promissory note executed on even date herewith, said sum to be paid within one year in accordance with the terms of the note.

To secure to Lender the payment of the indebtedness evidenced by the promissory note and to secure the payment of all other sums advanced or paid in accordance with this agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property (Property) situated in Cleveland County, Oklahoma to wit:

Lot One (1), Block One (1), of Amended Plat of South Lake Addition Section 7, being a part of the Northeast Quarter (NE/4) of Section Nine (9), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, containing 29 acres, more or less, and located at 1900 Ann Branden Blvd, Norman, Ok, 73071,

together with all structures, fixtures and other property thereunto belonging.

Borrower covenants that he is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property, that the property is unencumbered by Borrower; and that Borrower will warrant and defend the title to the property against all claims and demands.

**The Borrower agrees as follows:**

- 1. PAYMENT OF PRINCIPAL, INTEREST, AND PENALTIES.**  
Borrower shall promptly pay when due the principal, interest, and penalties of the indebtedness evidenced by the note.
- 2. TAXES.** Borrower shall pay the taxes and any other assessments that may be levied upon the property. If Borrower makes default in payment of the taxes, or other assessments, Lender may pay such but shall not be obligated to do so, and the sum so paid by the Lender shall be a further lien on the premises, payable immediately, with interest at the promissory note interest rate.



3. **APPLICATION OF PAYMENTS.** All payments received by Lender under the promissory note shall be applied by the Lender first in payment of all penalties, if any, then to unpaid taxes or other amounts paid on by the Lender on behalf of the Borrower, then to the payment of interest payable on the promissory note, and then to the principal of the promissory note. It is agreed and understood that the Borrower may prepay the loan balance at any time without penalty.

4. **ACCELERATION REMEDIES.** Should Borrower breach any of the mortgage covenants or should default be made in the terms of the promissory note, the note balance shall, at the option of the Lender, become immediately due and payable, anything contained herein to the contrary notwithstanding. In the event of legal proceeding to foreclose this mortgage, the indebtedness shall bear interest from the filing of such foreclosure proceedings at the note rate. Borrower shall pay to the Lender a reasonable attorney's fee as often as the note and/or mortgage are referred to any attorney in connection with default in note and mortgage or as often as Borrower may be made defendant in any suit affecting the title to the property or the foreclosure or priority of the mortgage, which sums shall be an additional lien upon the premises.

5. **CONDEMNATION.** Should condemnation proceedings of any character be instituted affecting the premises, Borrower agrees to notify Lender thereof and further agrees that any condemnation money awarded Borrower in such proceedings shall be paid to Lender to be applied to the indebtedness. Any sums received in excess of the note and mortgage balance shall be paid to Borrower.

6. **APPRAISEMENT WAIVED.** It is expressly stipulated and agreed that in case of the foreclosure of this mortgage, the court shall decree and direct that the sale be made either with or without appraisal as the Lender, its successors and assigns shall elect. If appraisal is waived, the property may be sold without appraisal after the expiration of six months from the date of the foreclosure judgment.

7. **ASSIGNMENT OF RENTS.** The Borrower assigns and transfers to the Lender all of its rights and interest in rents and profits accruing under all verbal and written leases pertaining to the Property. The assignment includes existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacement leases. The assignment further includes rents, issues and profits, and any other contract rights, general intangibles, and all rights and claims which Borrower may have in connection with the Property. If any item designated as rent is determined to be personal property, this Assignment will also be regarded as a security agreement. If requested, Borrower will promptly provide Lender with copies of the leases. Borrower may collect, receive, enjoy and use the rents so long as Borrower is not in default. When Lender so directs, Borrower will endorse and deliver any payments of rents from the Property to Lender. Borrower agrees that this security agreement is immediately effective between Borrower, Lender, and third parties.

8. **TRANSFER OF PROPERTY AND ASSUMPTION.** Borrower agrees not to transfer the above described property by contract, deed, lease with purchase option, operation of law, or other contract or conveyance, voluntarily, and involuntarily, nor allow the assumption of the mortgage above described in favor of Lender without payment in full of the promissory note and mortgage. Any such transfers, including transfers restricted by the terms of the promissory note secured by this mortgage, shall be a breach of this contract and result in acceleration of the note and mortgage debt.

9. **POWER OF SALE.** In case of foreclosure of this mortgage, Lender may, at his option, sell the mortgaged property at public sale without judicial foreclosure and in accordance with the Oklahoma Power of Sale Mortgage Foreclosure Act, or by judicial foreclosure. In either event, a reasonable attorney's fee shall be due and payable to the Lender and shall be a further charge and lien upon the mortgaged property. This option is in addition to all other rights granted to Lender.

**A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE LENDER TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE BORROWER UNDER THIS MORTGAGE.**

10. **ADDITIONAL LIENS PROHIBITED.** Borrower agrees not to create or permit to be created against the secured property any additional liens without payment in full of the note and mortgage.

11. **AUTHORITY TO PERFORM.** If Borrower fails to perform any duty or any of the covenants contained in this agreement, the loan agreement, or the promissory note, Lender may, without notice, perform or cause them to be performed. Borrower appoints Lender as attorney in fact to sign Borrower's name or pay any amount necessary for performance. Lender's right to perform for Borrower will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lenders other rights under the law or this agreement.

12. **REMEDIES CUMULATIVE.** All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

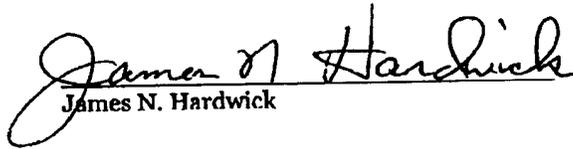
13. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

14. **SUCCESSORS AND ASSIGNS BOUND.** The covenants and agreements shall bind and inure to the respective successors and assigns of Lender and

Borrower, subject to the provisions contained in the paragraph pertaining to restrictions on the transfer of property. The captions and heading of the paragraphs of this mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. Because the parties have had the opportunity to draft, review and edit the language of this agreement, no presumption for or against any party arising out of drafting of this agreement will be applied in any action involving this agreement.

15. **RELEASE.** Upon payment of all sums secured by this Mortgage, Lender shall release this mortgage without charge to Borrower.

**IN WITNESS WHEREOF,** Borrower has executed this mortgage on the day and year first above written.

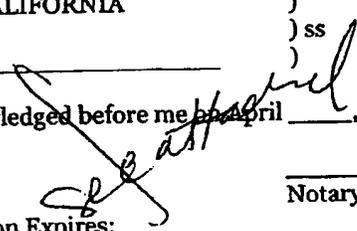
  
James N. Hardwick

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

)  
) ss

Acknowledged before me on April \_\_\_\_\_, 2023, by James N. Hardwick, a single man.



\_\_\_\_\_  
Notary Public

My Commission Expires:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara

On 4/25/2023 before me, Ensa Halilcević, Notary Public,  
(here insert name and title of the officer)

personally appeared James N. Hardwick  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
[Signature]  
Signature



Mortgage

SECOND PROMISSORY NOTE

Date: January 5<sup>th</sup>, 2024.

Borrower:  
James N. Hardwick  
4673 Thornton Ave. Suite A  
Fremont, CA 94536

Lender:  
Rodolphe L. Khouri  
620 N. Berry Road  
Norman, Ok 73069

Note Amount: Five Hundred Thousand Dollars (\$500,000.00)

Interest Rate: 14%

Maturity Date: May 1, 2024.

For value received, the undersigned Borrower promises to pay to **RODOLPHE L. KHOURI**, or his assigns, as Lender, the principal sum of Five Hundred Thousand Dollars (\$500,000.00) with interest at the rate of 14% per annum and due in full May 1, 2024.

The note shall be paid in monthly installments of interest only in the amount of \$5,833.33, plus late payment penalties, if any, beginning one month from the date of this note, and continuing on the same day of each month thereafter with a final balloon payment due on May 1, 2024, for all remaining principal, interest, and unpaid penalties. Any payment more than 5 business days past the due date shall incur a late payment penalty of 5% of the monthly interest installment which shall immediately be due and charged to Borrower.

The Note is due in full at maturity and Lender is under no obligation to refinance the loan at that time.

All payments due and owing under this Note or any other loan documents shall be paid directly to Lender at the above address.

Borrower has the right at any time to prepay the entire outstanding amount of this Note. Borrower has the right to make a partial prepayment of this Note at any time. Prepayments shall be applied first to unpaid interest, then to penalties and expenses for which the Lender may be entitled to receive reimbursement under the terms of this Note or any document related to the Note; and lastly against principal. Partial prepayment

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shall not postpone the due date or change the amount of subsequent monthly installments.

Borrower waives notice, intent to accelerate, demand, presentment for payment, and agree that the Note will not be affected by any release or change in any security interest or failure to perfect or maintain any security interest.

Time is of the essence in the performance of this Note.

Borrower will be in default if:

- (i) Borrower does not make full payment within thirty (30) days of the due date of any monthly installment due date;
- (ii) Borrower is in default of any provisions in the note, loan agreement or mortgage securing this note;
- (iii) Borrower is in default of loan agreement, first note, and first mortgage in the principal amount of \$1,250,000.00.
- (iv) Death of the Borrower;
- (v) A bankruptcy or foreclosure or creditor action is filed that affects the mortgaged property, directly or indirectly;
- (vi) There is a failure of the mortgage to create a valid and perfected security interest at any time and for any reason;
- (vii) Any interest in the property securing the debt is transferred voluntarily, involuntarily, or by operation of law.

Upon the occurrence of an event of default specified in the foregoing paragraphs of this Note, at the option of Lender, immediately and without notice to Borrower, the obligation of Borrower hereunder shall immediately become due and payable without further action of any kind. Failure to exercise a default or claim of default will not constitute a waiver of the right to exercise such option in the event of a subsequent event of default.

The Borrower further promises to pay all costs and expenses, including reasonable attorney fees, which may be incurred by the Lender in collecting any sums due under this Note or in bringing any action to foreclose the lien securing this Note or in protecting or sustaining any lien or security agreement.

Lender has all rights and remedies and recourse granted in this Note, the mortgage securing same, the loan agreement, and all other instruments executed as part

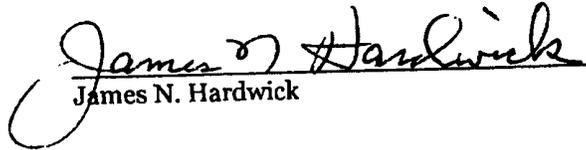
of the loan transaction and same may be pursued separately, cumulatively, or successively at the sole discretion of the lender as often as occasion shall arise. Failure to exercise an option shall not be a waiver or release of the right or remedy in the future.

Failure by the holder of the Note to insist upon performance in accordance with the terms of this Note or the lien securing this Note shall not be deemed a waiver of any other obligation under this Note or the lien securing this Note.

Lender reserves the right to pledge, hypothecate, assign, or otherwise dispose of this Note. Any subsequent holder of this Note shall not be subject to (and the Borrower expressly waives as against such subsequent holder) any defenses, set-offs, counterclaims or other objections to the payment of this Note.

This Note may not be assumed by any third party. Any sale of the property secured by this note, including a lease with option to buy or transfer by operation of law, shall cause the whole amount to become immediately due and payable.

This Note is secured by a second Mortgage between the Borrower and Lender.

  
James N. Hardwick

**TREASURER ENDORSEMENT**

I hereby certify that I received \$100.00 and issued receipt No. 2023.44685 therefore in payment of mortgage tax on the within Mortgage \$5.00 filing fee. Dated this 16th day of January, 2024  
JIM REYNOLDS County Treasurer By CINDIANN MCDONALD, Deputy

DOC# R2024-1237 BT: RB B: 6626 P: 708 M  
01/16/2024 01:49:30 PM Pages: 4  
Tammy Belinson - Cleveland County Clerk, OK  
Fee: \$24.00 nb  
Electronically Filed



STEWART TITLE OF OKLAHOMA INC.  
1101 N BROADWAY, SUITE 200  
OKLAHOMA CITY, OK 73103

2216590

**SECOND MORTGAGE**

THIS SECOND MORTGAGE is made this 5<sup>th</sup> day of January, 2024, by James N. Hardwick, a single man, as "Borrower", at 4673 Thornton Ave. Suite A, Fremont, CA 94536, in favor of Rodolphe L. Khouri, as "Lender", at 620 N. Berry Road, Norman, Oklahoma, 73069.

**WHEREAS**, Borrower is indebted to Lender in the sum of Five Hundred Thousand Dollars (\$500,000.00), which indebtedness is evidenced by Borrower's promissory note executed on even date herewith, said sum to be paid on or before May 1, 2024, in accordance with the terms of the note.

To secure to Lender the payment of the indebtedness evidenced by the promissory note and to secure the payment of all other sums advanced or paid in accordance with this agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property (Property) situated in Cleveland County, Oklahoma to wit:

Lot One (1), Block One (1), of Amended Plat of South Lake Addition Section 7, being a part of the Northeast Quarter (NE/4) of Section Nine (9), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, containing 29 acres, more or less, and located at 1900 Ann Branden Blvd, Norman, Ok, 73071,

together with all structures, fixtures and other property thereunto belonging.

Borrower covenants that he is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property, that the property is unencumbered by Borrower; and that Borrower will warrant and defend the title to the property against all claims and demands.

**The Borrower agrees as follows:**

- PAYMENT OF PRINCIPAL, INTEREST, AND PENALTIES.**  
Borrower shall promptly pay when due the principal, interest, and penalties of the indebtedness evidenced by the note.
- TAXES.** Borrower shall pay the taxes and any other assessments that may be levied upon the property. If Borrower makes default in payment of the taxes, or other assessments, Lender may pay such but shall not be obligated to do so, and the sum so paid by the Lender shall be a further lien on the premises, payable immediately, with interest at the promissory note interest rate.

WE DO HEREBY CERTIFY THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT.  
BY [Signature]  
STEWART TITLE OF OKLAHOMA, INC.



3. **APPLICATION OF PAYMENTS.** All payments received by Lender under the promissory note shall be applied by the Lender first in payment of all penalties, if any, then to unpaid taxes or other amounts paid on by the Lender on behalf of the Borrower, then to the payment of interest payable on the promissory note, and then to the principal of the promissory note. It is agreed and understood that the Borrower may prepay the loan balance at any time without penalty.

4. **ACCELERATION REMEDIES.** Should Borrower breach any of the mortgage covenants or should default be made in the terms of the loan agreement and the promissory note, the note balance shall, at the option of the Lender, become immediately due and payable, anything contained herein to the contrary notwithstanding. A breach of the first note and mortgage executed between the parties in the amount of \$1,250,000.00 shall also be deemed a breach of this agreement. In the event of legal proceeding to foreclose this mortgage, the indebtedness shall bear interest from the filing of such foreclosure proceedings at the note rate. Borrower shall pay to the Lender a reasonable attorney's fee as often as the note and/or mortgage are referred to any attorney in connection with default in note and mortgage or as often as Borrower may be made defendant in any suit affecting the title to the property or the foreclosure or priority of the mortgage, which sums shall be an additional lien upon the premises.

5. **CONDEMNATION.** Should condemnation proceedings of any character be instituted affecting the premises, Borrower agrees to notify Lender thereof and further agrees that any condemnation money awarded Borrower in such proceedings shall be paid to Lender to be applied to the indebtedness. Any sums received in excess of the note and mortgage balance shall be paid to Borrower.

6. **APPRAISEMENT WAIVED.** It is expressly stipulated and agreed that in case of the foreclosure of this mortgage, the court shall decree and direct that the sale be made either with or without appraisal as the Lender, its successors and assigns shall elect. If appraisal is waived, the property may be sold without appraisal after the expiration of six months from the date of the foreclosure judgment.

7. **ASSIGNMENT OF RENTS.** The Borrower assigns and transfers to the Lender all of its rights and interest in rents and profits accruing under all verbal and written leases pertaining to the Property. The assignment includes existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacement leases. The assignment further includes rents, issues and profits, and any other contract rights, general intangibles, and all rights and claims which Borrower may have in connection with the Property. If any item designated as rent is determined to be personal property, this Assignment will also be regarded as a security agreement. If requested, Borrower will promptly provide Lender with copies of the leases. Borrower may collect, receive, enjoy and use the rents so long as Borrower is not in default. When Lender so directs, Borrower will endorse and deliver any payments of rents from the Property to Lender. Borrower agrees that this security

agreement is immediately effective between Borrower, Lender, and third parties.

8. **TRANSFER OF PROPERTY AND ASSUMPTION.** Borrower agrees not to transfer the above described property by contract, deed, lease with purchase option, operation of law, or other contract or conveyance, voluntarily, and involuntarily, nor allow the assumption of the mortgage above described in favor of Lender without payment in full of the promissory note and mortgage. Any such transfers, including transfers restricted by the terms of the promissory note secured by this mortgage, shall be a breach of this contract and result in acceleration of the note and mortgage debt.

9. **POWER OF SALE.** In case of foreclosure of this mortgage, Lender may, at his option, sell the mortgaged property at public sale without judicial foreclosure and in accordance with the Oklahoma Power of Sale Mortgage Foreclosure Act, or by judicial foreclosure. In either event, a reasonable attorney's fee shall be due and payable to the Lender and shall be a further charge and lien upon the mortgaged property. This option is in addition to all other rights granted to Lender.

**A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE LENDER TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE BORROWER UNDER THIS MORTGAGE.**

10. **ADDITIONAL LIENS PROHIBITED.** Borrower agrees not to create or permit to be created against the secured property any additional liens without payment in full of the note and mortgage.

11. **AUTHORITY TO PERFORM.** If Borrower fails to perform any duty or any of the covenants contained in this agreement, the loan agreement, or the promissory note, Lender may, without notice, perform or cause them to be performed. Borrower appoints Lender as attorney in fact to sign Borrower's name or pay any amount necessary for performance. Lender's right to perform for Borrower will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lenders other rights under the law or this agreement.

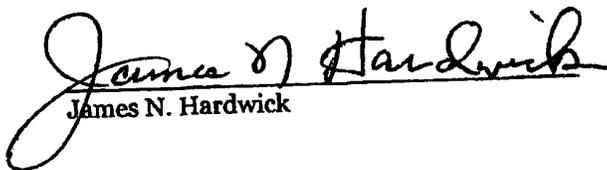
12. **REMEDIES CUMULATIVE.** All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

14. **SUCCESSORS AND ASSIGNS BOUND.** The covenants and agreements shall bind and inure to the respective successors and assigns of Lender and Borrower, subject to the provisions contained in the paragraph pertaining to restrictions on the transfer of property. The captions and heading of the paragraphs of this mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. Because the parties have had the opportunity to draft, review and edit the language of this agreement, no presumption for or against any party arising out of drafting of this agreement will be applied in any action involving this agreement.

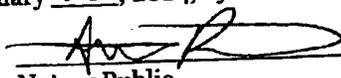
15. **RELEASE.** Upon payment of all sums secured by this Mortgage, Lender shall release this mortgage without charge to Borrower.

**IN WITNESS WHEREOF,** Borrower has executed this mortgage on the day and year first above written.

  
James N. Hardwick

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF Alameda )

Acknowledged before me on January 05<sup>th</sup>, 2024, by James N. Hardwick, a single man.

  
Notary Public

My Commission Expires: 12-02-2025

