2020-4909 B: 2572 P: 0206
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Fee: $24.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

COUNTY CLERK OFFICIAL SEAL WAGONER COUNTY, OKLAHOMA

TREASURER'S CERTIFICATION
Real Estate Mfg. Tax $ 140.00
PAID 4/14/20 Receipt No. 3065
DANA G. PATTEN
Wagoner County Treasurer
By: Dickey
Deputy Treasurer

FIRSTITLE & SMITH BROTHERS LLC
126 S. Main Street
Wagoner, OK 74467

REAL ESTATE MORTGAGE WITH POWER OF SALE

A power of sale has been granted in this mortgage. A power of sale may allow the mortgagee to take the mortgaged property and sell it without going to court in a foreclosure action upon default under this mortgage.

THIS MORTGAGE is made this 24th day of March, 2020, by and between **DHS Manna, LLC**, (hereinafter called "Mortgagor") and **The City of Wagoner Economic Development Authority,** an Oklahoma Public Trust, (hereinafter called "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($140,000.00) which indebtedness is evidenced by Mortgagor's promissory note dated March 24th, 2020 (hereinafter called the "Note"), providing for fifty-nine (59) equal and consecutive monthly interest only installments, commencing one month from date and continuing on the like day of each month thereafter and final installment when the balance of the indebtedness, if not sooner paid, shall be due and payable.

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant and convey to Mortgagee and specifically grants to and confirms upon Mortgagee the power to sell in the manner provided in the "Oklahoma Power of Sale Mortgage Foreclosure Act," 46 O.S. §§40-48, that certain tract of real property located in the County of Wagoner, State of Oklahoma, described as follows, to-wit:

NE¼ NW¼ of Section 22, Township 17 North, Range 18 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma
and
That part of the W½ NE¼ lying West of the M.K. & T Railroad right-of-way in Section 22, Township 17 North, Range 18 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma

together with all the improvements now or hereafter erected on the real property, and all easements, rights, appurtenances and all fixtures now or hereafter attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said real property, being hereinafter called the "Property".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered,

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COUNTY CLERK OFFICIAL SEAL WAGONER COUNTY, OKLAHOMA

and the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any leases, declarations, oil and gas leases, easements or restrictions of record.

Mortgagor and Mortgagee hereby covenant and agree as follows:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note.

2. Mortgagor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage when due, directly to the payee thereof. Upon request, Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments. Mortgagor shall promptly discharge any lien which has priority over this Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

4. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt, then Mortgagee at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

5. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in the Property.

6. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, shall, at Mortgagee's option, be used to restore the Property or to be applied to the sums secured by this Mortgage.

   In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of

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the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking with the balance of the proceeds paid to Mortgagor.

7. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Mortgagor and Mortgagee.

8. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to Mortgagor at 303 Broadway St., Suite 204-1, Laguna Beach, CA 92651, or at such other address as Mortgagee shall be given by certified mail, return receipt requested, and (b) any notice to Mortgagee provided for herein shall be given by mailing such notice by certified mail, return receipt requested, addressed to Mortgagee's address, P.O. Box 704, Wagoner, OK 74477, or to such other address as Mortgagee may designate by notice to Mortgagor when given in the manner designated herein.

9. This Mortgage shall be governed by the laws of the State of Oklahoma.

10. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, excepting the covenants to pay when due any sums secured by this Mortgage, Mortgagee prior to acceleration shall mail notice to Mortgagor as provided herein specifying: (1) the breach; (2) the action required to cure such breach; (3) a date by which such breach must be cured, which shall be at least ten (10) days after said notice is received by Mortgagor; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings and sale of the Property. If any sum to be paid hereunder or under the Note is not paid on the due date thereof or if a non-monetary breach is not cured on or before the date specified in the notice, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

Mortgagee, as an alternative to judicial foreclosure, may elect to foreclose by power of sale as provided under and pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act, 46 O.S. §§40-48, and for such purposes Mortgagor authorizes Mortgagee or Mortgagee's attorney or agent, and grants to Mortgagee's attorney or agent the power, to sell and convey the Property to a purchaser and to foreclose all right, title, interest and estate of Mortgagor and all other persons having an interest subject to the lien of this Mortgage in and to the Property.

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11. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

12. Appraisement of the Property is hereby waived or not waived at Mortgagee's option, which shall be exercised at the time judgment is rendered in any foreclosure hereof.

EXECUTED the date and year first written hereinabove.

DHS Manna, LLC

By _____
Guy Edwards, Manager

By _____
Russell Singer, Manager

STATE OF ~~OKLAHOMA~~ CALIFORNIA)
) ss.
COUNTY OF ~~WAGONER~~ ORANGE)

Before me, a notary public in and for this state, on this 24th day of March, 2020, personally appeared Guy Edwards and Russell Singer, Managers of DHS Manna, LLC, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed of said company for the uses and purposes therein set forth.

_____
Notary Public

My Commission Expires:
June 9, 2021

ANNE M. WARD
Notary Public – California
Orange County
Commission # 2198415
My Comm. Expires Jun 9, 2021

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