

Doc # 2002008946
Bk 9326
Pg 401-402
DATE 01/17/02 12:57:21
Filing Fee \$15.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

FBOHO01022002101519A

WHEN RECORDED, RETURN TO:

27677-01
Americrest Bank
P.O. Box 25676
Oklahoma City, OK 73127-2184

REAL ESTATE MORTGAGE WITH POWER OF SALE

KNOW ALL PERSONS BY THESE PRESENTS that:

K C LLC, a Limited Liability Company

(called "Mortgagor," whether one or more) mortgages to:

Americrest Bank, 4631 NW 23rd St., Oklahoma City, OK 73127-2184

(called "Mortgagee," whether one or more and which term shall be construed to include Mortgagee's successors and assigns) the following described real estate and premises located in OKLAHOMA County, State of Oklahoma:

Lots Nineteen (19) thru Twenty-four (24), inclusive, Block Seven (7), in WESTERN AVENUE ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

000071

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 97,000 & issued rec No. _____
Therefore in payment of mortgage tax on the within mortgage.
Dated this 17 day of JAN, 2002.
FORREST "BUTCH" FREEMAN, County Treasurer

By Paula Wells, Deputy

Return original to:

2/5414

Betty J. Cummins
First American Title & Trust Co.
P.O. Box 1234
Oklahoma City, OK 73102

with all the buildings and other improvements located or constructed on the real estate, all fixtures, personal property used on or in, and appurtenances to the real estate, and Mortgagor assigns and pledges all rents, issues, profits and income derived from the above real estate (collectively referred to as the "Mortgaged Property"). This Mortgage and assignment of rents, issues, profits and income derived from the Mortgaged Property creates a security interest in the Mortgaged Property and like kind future property from the time the Mortgage and assignment is granted even though enforcement of the assignment of rents, issues, profits and income may be delayed until default.

Mortgagor warrants the title to the Mortgaged Property.

This Mortgage is given to secure the payment and performance of all of the following (collectively, the "Debt"):

- (a) The indebtedness evidenced by the following described promissory Note(s) (the "Note," whether one or more) and any modifications, renewals or substitutions of the Note:

Promissory note dated 01/02/2002, in the name of K C LLC, in the amount of \$97,000.00, with a maturity date of 01/10/2007.

- (b) All sums advanced or paid by Mortgagee on account of the failure of the Mortgagor to comply with the terms or covenants of this Mortgage or other documents signed by the Mortgagor;
- (c) All future loans and advances and all future renewals of loans which Mortgagee may make to Mortgagor or to the Debtor identified in the Note, if different from Mortgagor (the "Debtor"); and all other debts, obligations and liabilities of every kind and character of Mortgagor or Debtor now existing, whether or not explicitly referred to, or arising in the future in favor of Mortgagee, whether direct or indirect, absolute or contingent, or originally payable to Mortgagee or any other person; and any renewals or extensions; provided, however, if the Mortgaged Property includes Mortgagor's principal dwelling or is otherwise a 1 to 4 family dwelling, the Mortgaged Property will not secure any future loan, advance, debt, obligation or liability taken or incurred principally for a personal, family or household purpose.

Mortgagor further agrees (a) to pay and discharge all taxes and assessments on the Mortgaged Property before they become delinquent; (b) to keep all the Mortgaged Property and improvements insured and under policies which are acceptable to, and for the benefit of, the Mortgagee; (c) to cure all title defects or clouds on or claims against Mortgagor's title which may arise or be discovered; (d) to keep all the Mortgaged Property in good condition and repair, and to repair or replace any damaged or destroyed Mortgaged Property; and (e) to discharge any levies, liens, attachments, or other claims which may be asserted against the Mortgaged Property. Mortgagor also agrees with respect to the Mortgaged Property to comply with all environmental laws and regulations now in force or later promulgated and to disclose to Mortgagee at all times information regarding the environmental status of the Mortgaged Property. Mortgagor grants Mortgagee the right to acquire additional environmental information regarding the Mortgaged Property. Mortgagor also grants Mortgagee or its agents a license to enter onto the Mortgaged Property and inspect it for any reason and further agrees to indemnify Mortgagee for any liability associated with the Mortgaged Property. The discovery of undisclosed environmental hazards on the Mortgaged Property may at option of Mortgagee be considered an Event of Default under this Mortgage. In the Event of the failure of the Mortgagor to fulfill the agreements of this paragraph, the Mortgagee may purchase insurance or pay taxes, assessments or other liens and appropriate sums to protect the Mortgaged Property, and shall have a lien secured by this Mortgage and assignment for the amount of those sums with interest on those amounts at the maximum rate of interest on any part of the Debt secured by this Mortgage and assignment.

If the Mortgaged Property is Mortgagor's homestead and one of the Mortgagors is the spouse of another Mortgagor or the Borrower identified in the Note but is not obligated under the Note, and is only signing this Mortgage to satisfy the requirements of Title 16 Okla. Stat. § 4 (which requires a spouse to sign a mortgage on homestead property), then such Mortgagor is not obligated under the provisions of the immediately preceding paragraph and is only signing this Mortgage to convey his or her interest in the Mortgaged Property.

If Mortgagee is required to give Mortgagor notice, notice mailed or delivered at least 5 days before action is taken will be considered reasonable.

Mortgagor confers on Mortgagee or its attorney or agent the power to sell the Mortgaged Property and the interests of all persons in it in the manner provided in the Oklahoma Power of Sale Mortgage Foreclosure Act (Title 46 Okla. Stat. § 40 *et seq.*). On the occurrence of an Event of Default (as described in this Mortgage), Mortgagee may, at its option, accelerate payment of the Debt so that all the Debt shall be immediately due and payable and may either exercise the Power of Sale or foreclose this Mortgage in a judicial foreclosure. The following are considered "Events of Default": (a) any default in payment of the Debt or performance under the Note; (b) Mortgagor fails to perform any covenant or agreement contained in this Mortgage or in any other indebtedness, obligation or agreement of the Mortgagor to Mortgagee or to another; (c) Mortgagor sells, conveys, transfers, hypothecates, or in any other manner ceases to be the owner or in possession of all or any portion of or interest in the Mortgaged Property, except as agreed to by Mortgagee in writing or as permitted under applicable law; or (d) Mortgagee believes the prospect of payment under the Note is impaired or the Mortgaged Property is in jeopardy.

Subject to the provisions of the Oklahoma Power of Sale Mortgage Foreclosure Act, Mortgagee may accelerate the amount of the Debt if the event is stated in

SIGNATURE(S) AND ACKNOWLEDGMENT On Reverse Side Hereof

this Mortgage without notice to, or demand on, Mortgagor.

The Mortgagor irrevocably appoints the Mortgagee its lawful attorney in fact, with Power of Attorney in its name and stead to collect any income, rents, issues and profits arising from or accruing at any time that are due under each and all of the leases, contracts and agreements, written or verbal, now existing or existing in the future with reference to the Mortgaged Property, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagor would have. As often as any action may be taken to foreclose this Mortgage or to exercise rights under the Power of Sale Mortgage Foreclosure Act, the Mortgagor agrees to pay an attorney's fee to the Mortgagee equal to the greater of a sum of not less than 15% of the amount due or the incurred attorney's fee, in addition to other sums due, which shall be secured by this Mortgage.

If there is a foreclosure of this Mortgage other than by Power of Sale, Mortgagor waives appraisal of the Mortgaged Property, unless Mortgagee seeks an appraisal. Appraisal shall be at the sole option of the Mortgagee, to be declared when the petition to foreclose is filed or when judgment is taken.

Mortgagor understands and agrees that on Mortgagor's default, a court may grant specific performance of Mortgagor's agreements in this Mortgage, and Mortgagee will have the right to take possession of the Mortgaged Property by appointing a receiver in accordance with Title 12 Okla. Stat. § 1551.2(c) which authorizes appointment when a condition of a mortgage has not been performed and the mortgage provides for appointment of a receiver. The court may also appoint a receiver upon other grounds as specified in Title 12 Okla. Stat. § 1551.

"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 BY THE MORTGAGOR UNDER THIS MORTGAGE."

MORTGAGOR(S) SIGNATURE(S)

K C LLC

Signed and Delivered on this Date:

Date: 01/02/2002

Ken Spears
By: Ken Spears, Manager

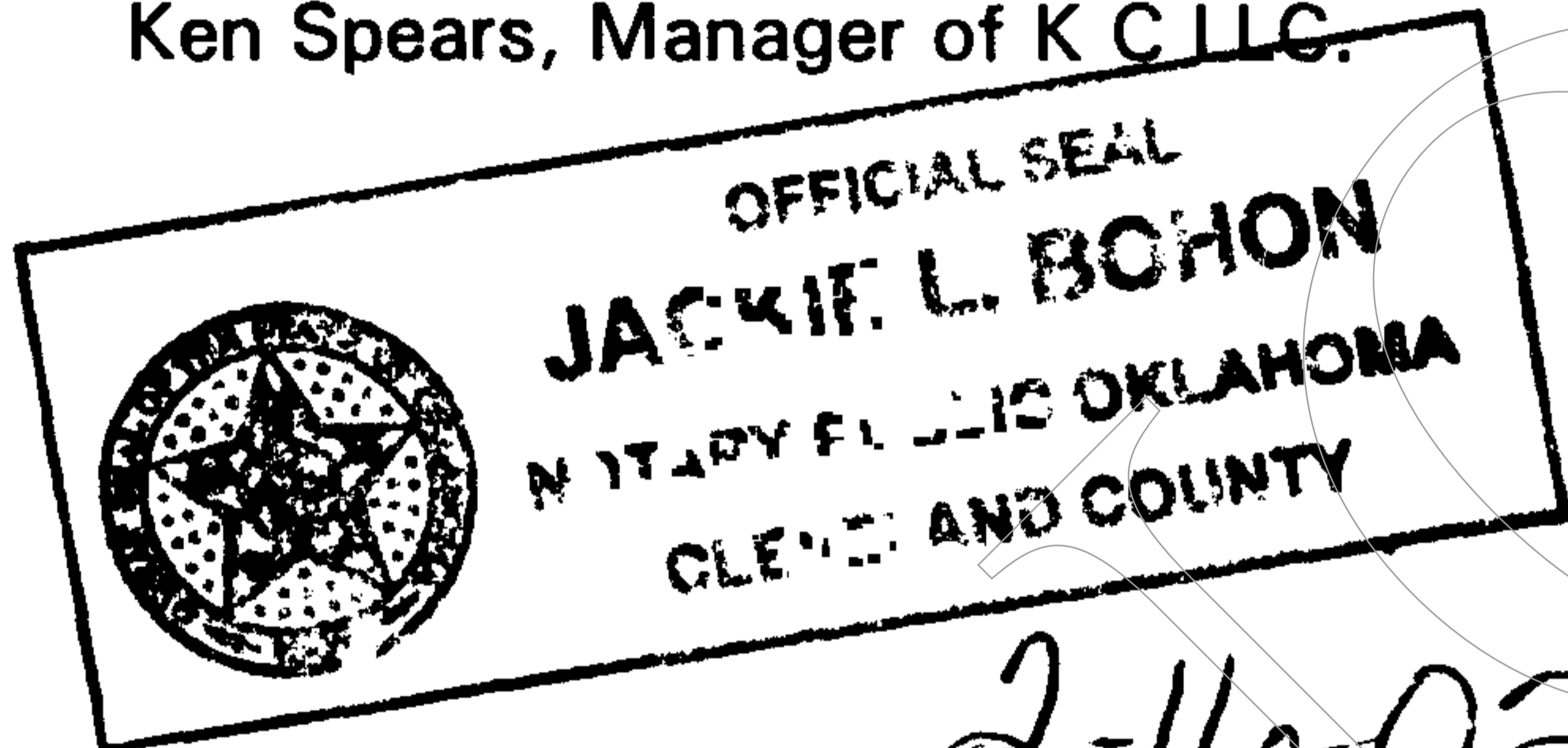
ACKNOWLEDGMENT FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT - REPRESENTING A CORPORATION PARTNERSHIP LLC

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

} SS.

The foregoing instrument was acknowledged before me on this 02 day of January 2002 by Ken Spears, Manager of K C LLC.



My Commission Expires: 2-16-02

Jackie L Bohon
NOTARY PUBLIC