

**OKLAHOMA HOUSING FINANCE AGENCY  
HOMEBUYER DOWN PAYMENT ASSISTANCE PROGRAM**

**PROMISSORY NOTE  
(Payable at Maturity or Earlier Prepayment Event)**

**FOR VALUE RECEIVED**, the undersigned, \_\_\_\_\_  
(the “**Borrower(s)**”) hereby promises to pay to the order of **OKLAHOMA HOUSING FINANCE AGENCY** (the “**Lender**”), a public trust created pursuant to the laws of the State of Oklahoma, at 100 NW 63<sup>rd</sup> Street, Suite 200, Oklahoma City, Oklahoma 73116 or at such other place or to such other party as the Lender may from time to time designate in writing, the principal sum of (\$\_\_\_\_\_) \_\_\_\_\_ DOLLARS, (the “**Principal Amount**”). This Promissory Note (this “**Note**”) is recourse to the Borrower(s) and is secured by the hereinafter-described Mortgage. The loan evidenced by this Note and secured by the Mortgage is being made by the Lender pursuant to the Lender’s Homebuyer Down Payment Assistance Program.

1. **Defined Terms.** For purposes of this Note, the following definitions shall apply:

“**First Mortgage**” means the Mortgage dated\_\_\_\_\_, 20\_\_\_ executed by the Borrower(s) encumbering the Property.

“**Maturity Date**” means\_\_\_\_\_, 20\_\_\_ .

“**Mortgage**” means the Mortgage dated\_\_\_\_\_, 20\_\_\_ executed by the Borrower(s), as Mortgagor(s), to the Lender, as Mortgagee, as security for the payment of this Note.

“**Prepayment Event**” means any of the events identified below in 2 (a), (b) or (c) of this Note.

“**Property**” means the property located at:

\_\_\_\_\_ and described further in the Mortgage.

2. **Amount and Terms.** The Lender hereby loans to the Borrower(s) the Principal Amount to assist the Borrower(s) with down payment and/or closing costs in connection with the purchase of the Property. The Borrower(s) hereby understands and acknowledges that this Note is payable at the earlier of the Maturity Date or either of the following Prepayment Events:

- (a) The Borrower(s) cease(s) to reside in the Property; or
- (b) The Borrower(s) prepay(s) or refinances the loan secured by the First Mortgage; or
- (c) The Borrower(s) sell(s), transfer(s) or otherwise dispose(s) of the Property, including, without limitation, through foreclosure or transfer pursuant to any power of sale.

3. **Repayment.** The Borrower(s) promise(s) to pay and shall pay the Lender the Principal Amount pursuant to this Note at the earlier of the Maturity Date or the occurrence of a Prepayment Event. The loan evidenced by this Note shall bear interest at the rate of 0%. THE BORROWER(S) ACKNOWLEDGE(S) AND AGREE(S) THAT PAYMENT IN FULL WILL BE DUE AT THE EARLIER OF THE MATURITY DATE OR THE OCCURRENCE OF A PREPAYMENT EVENT.

4. **Miscellaneous Provisions.**

- (a) No alteration, amendment, or waiver of any provision of this Note shall constitute a waiver of any other term hereof or otherwise release or discharge the liability of the Borrower(s) under this Note.
- (b) The Borrower(s) hereby waive(s) presentment, demand, notice, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default, or enforcement of this Note.

- (c) The obligations of the Borrower(s) to make payments required hereunder shall be absolute and unconditional without defense or set-off by reasons of any default by the Lender under any agreement between the Borrower(s) and the Lender or for any other reason, including, without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State of Oklahoma, or any political subdivision of either, or any failure of the Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the payments hereunder.
- (d) If this Note is placed in the hands of an attorney for collection, or it is collected through receivership or other court proceedings, the Borrower(s) promise(s) to pay all costs and expenses of collection, including, without limitation, court costs and reasonable attorney fees of the Lender.
- (e) In case any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this Note. This Note shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.
- (f) The covenants and obligations of this Note shall be binding upon the Borrower(s), its successors and assigns and shall inure to the benefit of the Lender, its successors and assigns and all subsequent holders of this Note.
- (g) The Borrower(s) waive(s) presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note.
- (h) Time is expressly made of the essence with respect to every provision hereof and the Mortgage. This Note shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma.

**IN WITNESS WHEREOF**, the Borrower(s) has/have caused this Note to be executed as of the date first above written.

**BORROWER(S):**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_