

212954 C.J.

AMORTIZATION MORTGAGE

(Oklahoma)

This Indenture made this 25th day of October, 1922, between Andrew E. Fountain, his wife, of the County of Tulsa and State of Oklahoma part(y-ies) of the first part and THE FEDERAL LAND BANK OF WICHITA, KANSAS, party of the second part,

WITNESSETH: that said part(y-ies) of the first part, for and in consideration of the sum of Twenty-three Hundred (\$2300.00) DOLLARS in hand paid, by party of the second part, receipt of which is hereby acknowledged, ha(s-ve) granted, bargained, and sold and do(es) by these presents grant, bargain, sell and convey, to the said party of the second part all that certain real estate situated in the County of Tulsa, and State of Oklahoma, and described as follows, to-wit:

Lot One (1) of Section Eighteen (18), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Meridian, containing 40 acres of land, more or less, according to the Government survey thereof.

Together with the privileges, hereditaments and appurtenances thereunto belonging, or in any way appertaining.

The said part(y-ies) of the first part do(es) hereby covenant and agree with said party of the second part, to be now lawfully seized of said premises, and to now have good right to sell or convey the same, and that the same are free of all encumbrances, and warrant(s) the title to the same.

Provided, this mortgage is given to secure the payment by the part(y-ies) of the first part to the party of the second part, at its offices in the City of Wichita, Kansas, of the sum of \$2300.00, with interest at the rate of five and one-half per cent per annum payable semi-annually, evidenced by a certain promissory note of even date herewith, executed by the part(y-ies) of the first part to the party of the second part, conditioned for the payment of said sum and interest on the amortization plan in 68 equal semi-annual payments and a 69th or final payment, unless sooner matured by extra payments on account of principal pursuant to the provisions of the Federal Farm Loan Act and in accordance with amortization tables provided by the Federal Farm Loan Board, which promissory note further provides that all payments not made when due shall bear interest from the due date to the date of payment at the highest rate authorized by the State of Oklahoma, not exceeding eight per cent per annum.

Now if the said part(y-ies) of the first part shall make when due, all payments provided for in said note, and perform all the conditions hereinafter set out, then this mortgage shall be void, otherwise to be and remain in full force and effect.

Part(y-ies) of the first part agree(s) to keep the buildings and improvements on the premises above conveyed insured in the sum of \$-----, in an insurance company to be approved by party of the second part, such policy or policies of insurance to be deposited with party of the second part and loss thereunder to be payable to party of the second part as its interests may appear.

Part(y-ies) of the first part agree(s) to pay, when due, all taxes, charges and assessments legally levied against the property herein conveyed.

Part(y-ies) of the first part in the application for loan, ha(s-ve) made certain representations to party of the second part as to the purpose or purposes for which the money loaned on this mortgage was borrowed. Such representations are hereby