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240344 C.J.

AMORTIZATION MORTGAGE
(OKLAHOMA)

COMPARED

THIS INDENTURE, Made this 28th day of July, 1923, between
Ira O. Butts and Ella S. Butts, husband and wife,
of the County of Tulsa and State of Oklahoma, party
of the first part(the term " party of the first part"

as herein used shall be and is construed to include both the singular and plural of that term;
and shall apply whether one or more parties execute this instrument) and THE TEXAS-OKLAHOMA
JOINT STOCK LAND BANK OF SAN ANTONIO, a corporation, party of the second part:

WITNESSETH, that said party of the first part, for and in consideration
of the sum of FOUR THOUSAND AND NO/100 DOLLARS in hand paid, by party of the second part, re-
ceipt of which is hereby acknowledged, has granted, bargained, and sold and does by these pre-
sents 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:

North Half of the Northeast Quarter and the East Half of the Northwest
quarter of Section three (3), Township Twenty-one (21) North, Range Thirteen
(13) East,

of the Indian Base and Meridian, containing 160 acres, more or less, according to the United
States survey thereof.

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

The said party of the first part does 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 warrants the
title to the same.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the
following conditions, to-wit:

FIRST--This mortgage is given to secure the payment by the party of the first
part to the party of the second part, at its offices in the City of Tulsa, Oklahoma, of the
sum of Four Thousand and No/100 DOLLARS, with interest at the rate of six per cent per annum,
payable semi-annually, evidenced by a certain promissory note of even date herewith, executed
by the party of the first part to the party of the second part, conditioned for the payment
of said sum and interest, the first payment of interest being due November 1st, 1923, there-
after principal and interest payable semi-annually; both principal and interest being then
payable on the amortization plan in sixty-five equal semi-annual payments, and a sixty-sixth,
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 pay-
ments 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 .

SECOND-- Party of the first part agrees to keep the buildings and improvements
on the premises above conveyed insured against loss by fire, lightning, tornado and windstorm
in the sum of \$2,000.00 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 interest may appear.

THIRD-- Party of the first part agrees to pay, when due, all taxes, charges and
assessments legally levied against the property herein conveyed.