

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 12 day of May A. D. 1912, at 1 o'clock P. M.

Fees, \$.....

W. H. Halkley (Seal)  
Register of Deeds.

By..... Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 11<sup>th</sup> day of May, A. D. 1912, between H. J. Coppedge & Lucy Coppedge, his wife of Tulsa County, in the State of Oklahoma, of the first part, and The Bank of Bixby (a corporation) of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part..... of the first part, in consideration of Three Hundred + 00/100 Dollars (\$300.00), the receipt of which is hereby acknowledged, do..... by these presents, grant, bargain, sell and convey unto said part..... of the second part its heirs and assigns, the following-described Real Estate, situated in the County of Tulsa County, and State of Oklahoma, to-wit:

Lot 5 & 6 in Block 3 and Lot 11 in Block 16 in the original town-site of the town of Bixby in Tulsa Co. Okla DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part..... of the second part..... heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said H. J. Coppedge & Lucy Coppedge have this day executed and delivered their certain promissory note..... in writing to said part..... of the second part, described as follows of which the following is a copy:

On Aug. 11<sup>th</sup> 1910, without grace after date, for value received, we and joint and several promised to pay to the order of The Bank of Bixby, Bixby, Oklahoma, Three Hundred + 00/100 Dollars, in lawful money of the United States of America, or equal to the present standard of value with interest at ten per cent per annum from maturity, interest to become as principal when due and bear the same rate of interest. The maker and endorser of this note hereby severally waive presentment for payment, notice of non-payment, protest thereon.

Now, if said part..... of the first part shall pay or cause to be paid to said part..... of the second part its heirs or assigns, said sum of money in the above-described note..... mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall thereafter become due and payable, and said part..... of the second part shall be entitled to the possession of said premises. And the said part..... of the first part for said consideration do..... hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part..... of the first part has..... hereunto set their hands the day and year first above written.

H. J. Coppedge  
Lucy Coppedge

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, J. F. Cantley

Notary Public

and for said County and State on this 11<sup>th</sup> day of May, 1912, personally appeared H. J. Coppedge and Lucy Coppedge, his wife to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand & Notarial Seal the day & year above set forth

My commission expires June 30<sup>th</sup> 1912

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That..... of..... County,

in the State of Oklahoma, the within-named mortgage..... in consideration of the sum of.....

to..... in hand paid, the receipt whereof is hereby acknowledged, do..... hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto

heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

To have and to hold the same, forever; subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee..... has..... hereunto set..... hand this..... day of.....

19.....

EXECUTED IN PRESENCE OF

This assignment was filed for record on the..... day of..... A. D. 19....., at..... o'clock..... M. Fee, \$.....

Register of Deeds.

\$..... 19.....

## RECEIPT.

Received of..... the within-named mortgagor..... the sum of.....

in full satisfaction of the within mortgage. and..... DOLLARS,

*# and notice of protest and consent that giving of payment may be made without notice. Surety Assignment and all assignments would be made with the institution we agree that payment be made for ten per cent additional as attorney fees and well hereby give full authority to any or assignee to sell after sale without notice upon completion of this note for proceeds*