

## MORTGAGE RECORD.

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 22 day  
of Oct. A. D. 1910, at 9:20 o'clock A. M.

Fees, \$

By Seal, H. H. H. Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—HAML DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 10783

THIS INDENTURE, Made this twentieth day of October A. D. 1910, between N. E. Kopp and Carrie B. Kopp, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Julien Hoff of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said part of the first part, in consideration of the sum of \$400.00 (four hundred and no/100 dollars), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, heirs and assigns, the following described Real Estate, situated in the County of Tulsa State of Oklahoma, to-wit:

Lot numbered fifteen (15) in Block numbered Eighteen (18) and Lot numbered nine (9) and ten (10) in Block numbered thirteen (13) all in the County of Tulsa, according to the amended plat thereof.

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 N. E. Kopp & Carrie B. Kopp have this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows:

\$400.00 Tulsa, Oklahoma, October 20th 1910  
One year after date, for value received we promise to pay to Julien Hoff in order four hundred and no/100 Dollars at Tulsa, Oklahoma, Tulsa, Oklahoma, to bear interest at the rate of 12 per cent per annum, payable in advance. And further hereby agree that if this note is not paid when due to pay all costs, including ten per cent for attorneys fees  
Wit Oct. 20, 1910

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, 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 then 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 such 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.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Benjamin C. Conner a Notary Public in and for said County and State on this 21st day of October 1910, personally appeared N. E. Kopp and Carrie B. Kopp to me known to be the identical persons 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.

My commission expires March 29, 1911 Benjamin C. Conner Notary Public.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That the within-named mortgage of the sum of \$400.00 in the State of Oklahoma, the within-named mortgage in consideration of the sum of \$400.00 and DOLLARS, to Julien Hoff 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 his hand this 21st day of October 1910.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 21st day of October A. D. 1910, at 9:20 o'clock A. M. Fee, \$

Register of Deeds.

## RECEIPT.

Received of the within-named mortgagee the sum of \$400.00 and DOLLARS, in full satisfaction of the within mortgage.