

RECORDED  
INDEXED  
FEB 11 1908  
C. C. C.

## Know all Men by these Presents.

THAT I,

C. C. Coppedge

and Emma Coppedge his wife, of Ripley, Ind. Ter. in  
for and in consideration of the sum of  
Three hundred and no. (\$300.00) DOLLARS,  
to them in hand paid by Jesse H. Hill  
the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and do hereby Grant, Bargain, Sell and Convey unto the said  
Jesse H. Hill  
the midland addition to the Town of Ripley Ind. Ter. all of Lot Six  
(6) in Block Twenty seven (27)

\$300.00

copy.

Ripley, Ind. Ter. Nov. 1st. 1907.

On Nov. 1st 1908, after date we, or either of us, as principals, jointly and severally, promise to pay to the order of Jesse H. Hill at the Bank of Ripley, Ripley, Ind. Ter. Three hundred and no. Dollars, for value received, with interest at 8 per cent per annum from date until paid.

The makers and endorser of this note hereby severally waive presentment for payment, notice of non-payment, protest and notice thereof and consent that the time of payment may be extended without notice and if suit is begun, judgement may be taken for an additional 15 and 10 per cent, of the amount to pay attorney's fee, and any attorney of record is hereby authorized to appear and confess judgement for us, in favor of the holder, for the amount due, with cash, expenses and attorney's fees, hereby waiving all error, and right of appeal, all benefits under exemption laws, affecting personality, and all stay, valuation and appraisal laws of this territory.

Witness

C. C. Coppedge

Emma Coppedge

TO HAVE AND TO HOLD THE SAME unto the said

Jesse H. Hill

and unto his heirs

and assigns forever, with all the privileges and appurtenances thereto belonging.

And we, the said C. C. Coppedge and Emma Coppedge his wife, for ourselves and their heirs, executors, administrators and assigns, covenant with the said Jesse H. Hill his heirs and assigns, that they are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that they have good right to sell and convey the same to the said Jesse H. Hill as aforesaid; and that they will and their heirs, executors, and administrators shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And I, the said Emma Coppedge wife of the said C. C. Coppedge for and in consideration of the said sum of money, do hereby release and quit-claim, transfer and relinquish unto the said Jesse H. Hill and his heirs and assigns, all my right or possibility of dower in or to said lands.

The foregoing conveyance is on conditions: That, whereas, the said C. C. Coppedge and Emma Coppedge his wife are justly indebted to the said Jesse H. Hill in the sum of Three hundred and no. (\$300.00) DOLLARS, for borrowed money, evidenced by promissory note of this date executed by the said C. C. Coppedge and Emma Coppedge his wife, a true copy of which is hereto attached

Now, if the said C. C. Coppedge and Emma Coppedge his wife shall pay or cause said note to be paid, with interest, according to the tenor and effect thereof, then this instrument to be null and void; otherwise to remain in full force and effect.

And it is hereby further stipulated that during the continuance of this instrument in force, the said C. C. Coppedge and Emma Coppedge his wife shall at all times keep all taxes fully paid, as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado in the sum of not less than \$750.00; loss, if any, payable to the said Jesse H. Hill as his interest may appear.

And it is further hereby agreed, that in case the said C. C. Coppedge and Emma Coppedge his wife shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said Jesse H. Hill or his legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 8 per cent per annum from the date of such expenditure until repaid shall be considered a sum, the repayment of which is intended to be hereby secured. And we hereby waive all rights of appraisal or redemption to which we are entitled under the Acts of the Legislature, approved March 17, 1879, and March 17, 1883, respectively.

And if default be made in payment of the sums hereby secured at maturity, or when the same or either of them becomes due and payable, then the said grantee, or his assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder, for cash, in Ripley, Ind. Ter.

public notice of the time and place of said sale having first been given 30 days, by advertising in some newspaper published in said town or by printed or written handbills posted up in 5 public places in said city; at which sale the said grantee or assignee may bid and purchase as any third person might do; and we hereby authorize the said grantee or assignee to convey said property to any one purchasing at the said sale, and the recitals of his deed of conveyance shall be taken as prima facie true, and the proceeds of said sale shall be applied, first, to the payment of all costs and expenses attending said sale; second, to the payment of said debt and interest; and the remainder, if any, shall be paid to said grantors.

Witness our hands on this 1st day of Nov.

A. D. 1907

C. C. Coppedge  
Emma CoppedgeSeal  
Seal

## ACKNOWLEDGMENT.

UNITED STATES OF AMERICA,

ss.

Ind. Ter. Western Dist.

Chas. M. Sherrill

On this 1st day of Nov.

A. D. 1907, before

duly commissioned and acting, appeared in person C. C. Coppedge and Emma Coppedge, his wife,

to me personally well known as the person whose name appears upon the within and foregoing deed of conveyance as the party grantor, and stated to me that they had executed the same for the consideration and purposes therein mentioned and set forth as their free voluntary act and deed, and I do hereby so certify.

And I further certify that on the same day voluntarily appeared before me Emma Coppedge wife of the said C. C. Coppedge the grantor herein, to me well and personally known as the person who joined the said C. C. Coppedge in making this conveyance, and in the absence of her said husband stated and declared to me that she had of her own free will joined in the execution of the same, and had signed and sealed the relinquishment of dower and homestead therein expressed for the purpose and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and seal of office as such Notary Public at the town of Ripley, Ind. Ter. the day and year last above written.

(SEAL) My commission expires Oct. 1st A. D. 1910 C. M. Sherrill Notary Public.

Filed for record Nov. 6, 1907, at 9 o'clock A. M.

Otis Lorton  
Deputy Clerk and Ex-Officio Recorder.