

MORTGAGE RECORD

449

32575

SMITH DODD WORTH BOOK CO., LEAVENWORTH, KAN., No. 21054

MORTGAGE OF REAL ESTATE

COMPALED

THIS INDENTURE, Made this 27th day of June A. D. 1911, between Emma Coppedge of Tulsa County, in the State of Oklahoma, of the first part, and N. B. Edwards of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of Fifteen Hundred and no/100 Dollars (\$1500.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part of the second part, his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

All of lots numbered Six (6) and Seven (7) in Block Numbered Twenty Seven (27); and Lots Sixteen (16), Fifteen (15), Seventeen (17), and Eighteen (18) in Block Numbered Sixteen (16) in the Midland Addition to the town of Bixby, Oklahoma according to the recorded plat of the said Midland addition.

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, his 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 Emma Coppedge has this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

One Note for \$1500.00 dated at Bixby Oklahoma, given date filed with interest at 8% per annum from date and due one year after date, the Mortgage is given for the sole and only purpose, to secure N. B. Edwards and associates as an indemnity against loss in executing Guardian bond to the Probate Court of Tulsa County, Oklahoma, for \$150000 in re the Estate of Velma and Bernice Coppedge Minors, Emma Coppedge Guardian.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, his 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 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 her hand the day and year first above written.

Emma Coppedge,

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Henry Hornacker, Notary Public in and for said County and State, on this 27th day of June A.D. 1911, personally appeared Emma Coppedge and she to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

(My commission expires July 28 1914) Henry Hornacker

ASSIGNMENT

That in the State of Oklahoma, the within named mortgagor in consideration of the sum of Dollars, 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, together with all and singular the covenants therein contained. To have and to hold the same, forever; subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagor has hereunto set her hand this 27th day of June A.D. 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 30 day of June A. D. 1911, at o'clock M. Fee, \$

RECEIPT

Received of the within named mortgagor the sum of Dollars, in full satisfaction of the within mortgage.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 30 day of June A. D. 1911, at 2:25 o'clock P.M. Fees, \$

By H. C. Walkley, Register of Deeds.

* Now Emma Coppedge did say into said state all sums of money received of such Guardian to the satisfaction of the said Court. According to said state she will be required to remain in Tulsa County and shall indemnify said Guardian for and against all claims and demands which may be made against said Guardian by the said Court. Emma Coppedge and N. B. Edwards and associates as an indemnity against loss in executing Guardian bond to the Probate Court of Tulsa County, Oklahoma, for \$150000 in re the Estate of Velma and Bernice Coppedge Minors, Emma Coppedge Guardian. This mortgage shall be void if the said sum 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 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.