

## MORTGAGE RECORD, No. 57.

FROM  
For value received, I acknowledge satisfaction and payment in full of the  
within mortgage, and same is hereby released.

TO  
Signed and acknowledged before me Jan 22-1914  
W. I. Quinn  
Register of Deeds.

State of Oklahoma, Tulsa County, ss.  
This instrument was filed for record on the 16 day  
of May A. D. 1914, at 10:30 o'clock A. M.  
Fees, \$ 1.00  
W. I. Quinn Deputy.

MORTGAGE OF REAL ESTATE—W. I. Quinn CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE, Made this 15th day of April, A. D. 1910, between Ma. Fitzgerald and James Fitzgerald her husband of Tulsa County, in the State of Oklahoma, of the first part, and J. I. Quinn of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of and no p. s. Dollars (\$ 1.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2nd of the second part his heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The West Fifty (50) feet of lot six (6) in Block one hundred ninety-eight (198) in the City of Tulsa, Oklahoma, according to the government survey of said City.

Subject only to a first mortgage held by the Standard Savings Loan Association of Detroit Michigan in the sum of \$900.00 dated April 4, 1910.

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Ma. Fitzgerald and James Fitzgerald have this day executed and delivered to certain promissory notes in writing to said part 2nd of the second part, described as follows:

One note dated April 15, 1910 for \$200.00 payable on or before October 15, 1910 payable at the Central National Bank, Tulsa, Oklahoma, with interest at the rate of 8% per annum.

One note dated April 15, 1910 for \$400.00 payable on or before April 15, 1912 at the Central National Bank, Tulsa, Oklahoma with interest at the rate of 8% per annum.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part his heirs or assigns, said sum of money in the above-described notes 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby expressly waive an apportionment 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 1st of the first part have hereunto set their hands the day and year first above written.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me W. I. Quinn  
in and for said County and State on this 15th day of April, 1910, personally appeared Ma. Fitzgerald and James Fitzgerald her husband 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 14 1912  
W. I. Quinn Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:  
That Ma. Fitzgerald and James Fitzgerald of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of and DOLLARS, to in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 April 1910.

## EXECUTED IN PRESENCE OF

This assignment was filed for record on the 16 day of May A. D. 1914, at 10:30 o'clock A. M. Fee, \$ 1.00

Register of Deeds.

\$ 1.00 1914

## RECEIPT.

Received of Ma. Fitzgerald and James Fitzgerald the within-named mortgagor the sum of and DOLLARS, in full satisfaction of the within mortgage.