

This Indenture, Made this 14th day of April, A. D. 1908, between Annie H. Kennedy & Edward J. Kennedy of Tulsa County, in the State of Oklahoma, of the first part, and C. W. Smith of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of eight hundred Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2d of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number 15 (16) in Block 10 (1) in Aurora Vista Park Addition to the City of Tulsa, containing a forty five foot frontage, also Lot 15 (16) in Block 10 (1) in Aurora Vista Park Addition to the City of Tulsa, containing a forty five foot frontage, subject to a first mortgage of one hundred dollars.

TO HAVE AND TO HOLD THE SAME, unto the said part 2d 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 Annie H. Kennedy & Edward J. Kennedy have this day executed and delivered me certain promissory note in writing to said part 2d of the second part, described as follows:

\$800.00 Tulsa Oklahoma, April 14-1908

One year after date we or either of us ~~will~~, each as principal, promise to pay to the order of C. W. Smith, eight hundred dollars, for value received, negotiable and payable at the Farmers National Bank of Tulsa, Okla. with interest at the rate of ten per cent per annum from date until paid. The maker signed and endorses each severally valid presentation for payment. Notices of non payment posted and notices and further consent to any renewal or extension without further notice. They also agree to pay an attorney fee of ten dollars and ten percent of this note if same is collected by an attorney or by legal process. Interest to be paid monthly in advance. Annie H. Kennedy & Edward J. Kennedy.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d 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 2d 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 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 1st of the first part have hereunto set their hand at the day and year first above written.

Annie H. Kennedy
Edward J. Kennedy

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY, }

Before me, Edward C. Barrett Notary Public, in and for said County and State on this 15th day of April, 1908, personally appeared Annie H. Kennedy and Edward J. Kennedy 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 April 4th 1912 (seal)

Edward C. Barrett

This instrument was filed for Record on the 15 day of Apr, A. D. 1908, at 10:10 o'clock A. M., and duly recorded the 15 day of Apr, 1908.

By (seal) Deputy, H. C. Mackay Register of Deeds.