

in no case be held to account for any rental or damage other than for rents actually received and the appraisalment of said premises is hereby expressly waived, and all the covenants and agreements herein contained shall run with the land gherein conveyed .

This mortgage and the note and coupons secured hereby shall in all respects be governed and construed by the laws of Oklahoma .

Witnesses/

A Lombard

D.C.Rose

J.L.Kennedy

Mable Kennedy

James L Kennedy

STATE OF OKLAHOMA    )  
                              ) ss  
COUNTY OF TULSA .    )

Before me D.C.Rose : NotaryPublic in and for said County and State on this 25<sup>th</sup> day of July A D 1908 personally appeared James L Kennedy and Mable 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 .

Witness my hand and official seal the day and year first above set forth.

SEAL. My commission expires July 7th 1911.

D.C.Rose

NotaryPublic

filed for record Jul 30 1908 at 10:30 A.M. H.C.Walkley Reg of Deeds . (SEAL)

COMPARED

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SECOND

-----: OKLAHOMA MORTGAGE :-----

This Indenture Made this 7th day of July in the year of our Lord One thousand nine hundred and eight, between James L Kennedy and Mable Kennedy husband and wife, of Tulsa County, Oklahoma of the first part, and the Oklahoma Farm Mortgage Company, a corporation, of the second part,

WITNESSETH: That the said parties of the first part do hereby mortgage to the party of the second part, the following described real estate , situated in Tulsa County, Oklahoma, to-wit :

Lot ten (10) in Block Ninety (90) in Tulsa Oklahoma according to the official plat thereof . With all the improvements thereon and appurtenances thereunto belonging and warrant the title to the same . Except a mortgage of even date of \$ 2200.00 to Oklahoma Farm Mortgage Co. This mortgage is given to secure the sum of \$ 217.35 Two Hundred Seventeen and 35 /100 Dollars with interest thereon at the rate of No per cent per annum, from the date hereof, payable annually, according to the terms and at the time and in the manner provided by one certain promissory installment note of even date herewith, with coupons for such installments thereto attached, and payable to the order of the mortgagee herein, on date therein specified ( or in partial payments prior to maturity in accordance with stipulations therein ) signed by first parties .

It is expressly agreed and understood by and between the said parties