

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and warrant the title to the same, unto the said purchaser, his heirs, successors and assigns, forever, subject nevertheless to the conditions and reservations and agreements hereinbefore and hereinafter set forth, according to the true intent and meaning thereof.

And the seller, for himself and his heirs, and assigns, does hereby covenant, promise and agree to and with the purchaser, his heirs executors, administrators, successors and assigns that the said premises are free, clear, and discharged of and from all former grants, charges, except for improvements as hereinafter stated, taxes, judgments mortgages, and other liens, and encumbrances of whatsoever nature and kind.

And the said purchaser for himself, his heirs, successors and assigns, does further covenant and agree to and with the seller, his heirs and assigns as follows:

FIRST: That the purchaser, his heirs successors or assigns, shall not at any time, erect, make or permit or suffer upon the premises hereby conveyed, any milk-mans stables, pigery slaughter house, tallow candlery, nor any manufactory for the making of gun powder glue varnish ink, turpentine, or for the boiling of bones, or for dressing tanning or preparing of skins, hides, or leather, or for any distillery or brewery, oil or lamp-black factory, or any dangerous noxious or unwholesome establishment, business, or trade whatsoever, which should or might be in any wise offensive to the inhabitants of Sand Springs, residing in the vicinity of said establishment, business or trade.

SECOND And the purchaser, for himself, his heirs successors, and assigns, does hereby further covenant and agree that when, ^{in the judgment of the seller} the installation of sewers and sidewalks and other public improvements, becomes necessary, or advisable, the seller, at his option, shall have the right to install such system of sewers, sidewalks and other public improvements as in his judgment is necessary and advisable, and assess the just pro rata cost against the lots benefitted or affected thereby, and purchaser for himself, his heirs, successors and assigns, covenants and agrees that upon the installation of such sewers, sidewalks and public improvements, or either of them, he will thereupon pay his proportionate part of costs of the same ascertained as aforesaid. The within land is no part of my Homestead, and has never been occupied as such.

THIRD The following is the schedule of building restrictions in Oak Ridge Second Addition, and the purchaser for himself his heirs successors and assigns agrees to said building restrictions, insofar as same cover the premises hereby conveyed.
East Half of Blocks 39 and 40;
Building Line-Not less than twenty-five (25) feet from east Boundary.

Character of Buildings: To cost the owner not less than \$5000. for residence .Out buildings, extra.

Temporary Building to be occupied as residence be constructed provided it rests on the rear forty (40) feet; in other words, its front must be 100 feet west of east boundary.

EAST Half of Block 30.

Building line and Character of buildings, same as above except that residence restriction is \$4000 instead of \$5000 ³⁹
West Half of Blocks 30 and 40 and East Half of Blocks 31 38 and 41.