

that only one residence shall be built on one lot; provided, however, that on corner lots more than one residence may be erected if consent thereto is inserted in the conveyance of such lots; that no part of the lot or lots hereby conveyed shall ever be sold or rented to or occupied by any persons of African descent, commonly known as negroes, except that the building of a servants house to be used only by the servants of the owners of the lot or lots hereby conveyed shall not be considered as a breach of the condition hereof. Any violations of the foregoing conditions and restrictions by the grantee, his heirs or assigns, shall work a forfeiture of all title in and to said lot or lots and the above conditions and restrictions shall extend to and are hereby made obligatory upon the party of the second part, his heirs and assigns, forever together with all and singular, the hereditaments and appurtenances hereunto belonging. By the acceptance of this deed the second party irrevocably consents to all the foregoing conditions and restrictions.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal on the day and date first above written.

John H. Miller (Trustee)

STATE OF OKLAHOMA, }
COUNTY OF TULSA } ss.

Before me, the undersigned, a Notary Public in and for said county and State, on this 19th day of October, 1922, personally appeared JOHN H. MILLER, trustee, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires April 24, 1926

(SEAL) Fay L. Hollis, Notary Public

Filed for record in Tulsa County. Tulsa Oklahoma, Nov. 22, 1922 at 4:55 o'clock P. M. in Book 427, page 456

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

214507 C. J.

COMPARED A F F I D A V I T.

State of Oklahoma }
County of Tulsa }

ss. Tulsa, Oklahoma, Nov. 22nd, 1922.

Harley Markey, of lawful age being first duly sworn, upon his oath deposeth and says that on the 18th day of July, 1922 that he together with his wife La Verna C. Markey purchased Lot Number 26 in Block Number 5 Maywood Addition to Tulsa, Tulsa County, Oklahoma, for a consideration of \$1050.00 same being purchased from Mayme T. Pierson (Nee Will) and Gilbert C. Pierson her husband.

Further that he has paid in cash to the said Grantors \$100.00 in good and lawful money as a first payment on the said real estate and since that time has paid the further sum of \$50.00 and that on the 21st day of November, 1922 that he tendered to the grantors by conversation over the phone the necessary sum to pay up the arrears amounting to two monthly installments aggregating \$50.00 and that said grantors refused to accept said tender. Further that said affiant then went to the Producers National Bank of Tulsa, Oklahoma and offered to make the payments as above stated and as set out in the contract to be made and that said Producers National Bank refused to accept the payment of the sum of \$50.00 stating that the grantors had advised and instructed the said bank not to accept any further money on said purchase contract. Further that this shall be notice to the public that said affiant is now claiming and does claim an equity in the said lot. Further that he is able, willing and ready now to make the payments and keep them paid, provided that the grantor clear certain defects in the title which they agreed to do but have failed to comply with their part of the contract in that respect.