

The parties hereto agree that said property shall be sold subject to the following building restrictions, which party of the second part his heirs and assigns, agree to be bound with and abide by, and upon breach of any of the terms thereof, party of the first part, her heirs and assigns, shall be entitled to a forfeiture of said premises and same shall revert to party of the first part her heirs and assigns, conditioned, however, that any mortgagee or mortgagees, or the assignees thereof, who have taken a mortgage upon said premises in good faith and before the breach of such building restriction, shall not be affected by such forfeiture. Said building restrictions above referred to which shall also be included in the deed of conveyance are as follows:

The lot or lots hereby conveyed shall not within a period of ten years from this date be used for any other than residence purposes; that no residence that shall cost less than \$7500.00 including subsidiary buildings and improvements shall be built on the lot or lots hereby conveyed; that one residence only shall be built on said lots; that no building or any part thereof except steps or entrance approach without roof shall be built or extend within 25 feet of the front lot line or closer than 15 feet of the side street line and no garage, servants' house or other subsidiary buildings shall extend within ninety feet of the front lot line or within twenty-five feet of the side street line; that no part of the lot or lots hereby conveyed shall ever be sold or rented to, or occupied by, any person of African descent known as negroes: provided, however, that the building of a servants' house to be used only by servants of the owner or lessee of the lot or lots hereby conveyed shall not be considered as a breach of the conditions hereof.

Party of the second part shall be entitled to possession of said premises from date hereof until delivery of Warranty Deed, or until forfeiture of said premises, and shall pay all taxes hereafter falling due thereon including special assessments.

This contract is executed in duplicate the day and year first above written and is binding upon the parties hereto, their heirs and assigns.

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Bettie Weaver. Party of the First Part.
Irene Roop. Party of the Second Part.

Before me, a Notary Public, in and for the above named County and State, on this 20th day of October 1920, personally appeared Irene Roop and Bettie Weaver to me personally 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 signature and official seal, the day and year last above written.

(Seal) Eugene L. Roop. Notary Public.

My Commission expires Jan 13, 1923.

Filed for record in Tulsa County, Tulsa, Oklahoma, Sept. 6, 1922 at 1 O'clock P. M.

Book 428 Page 11

By F. Delman, Deputy.

(Seal) O. D. Lawson, County Clerk.

208050 LB COMPARED
TREASURER'S ENDORSEMENT
I hereby certify that I received \$360 and issued
Receipt No. 4644 therefor in payment of mortgage
tax on the within mortgage.
Dated this 6 day of Sep 1922
WAYNE L. DICKEY, County Treasurer
Deputy

REAL ESTATE MORTGAGE
KNOW ALL MEN BY THESE PRESENTS, That, Joseph Kraus
and Fannie Kraus husband and wife, of Tulsa County
Oklahoma, parties of the first part, have mortgaged
and hereby mortgage to Chas S. Parker Guardian of
Charlotte S. Parker and Harriett A. Parker, Minors

party of the second part, the following described real estate and premises situated in