County, Oklahoma, being a sub-division of the Northeast quarter (NE $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of section eight (8) township 19 North, range 13 east.

And the said party of the second part as a further consideration of this deed, assents and agrees by acceptance thereof, as follows: that 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 \$3500.00 shall be built on the lot or lots hereby conveyed; that no building, or any part thereof, except porch, steps, or entrance approach, shall be built or extend within thirtyfive feet of the front/line; that no part of this lot or lots hereby conveyed shall ever be sold or rented or occupied by any person of African descent; provided however, that the building of a servants house ot be used only by servants or the owner of the lot or lots hereby conveyed, shall not be considered as a breach of the conditions hereof. Any violation of the foregoing condition and restriction by the party of the second part, his heirs or assigns shall work a forfeiture to all title in and to said lots, and the above conditions and restrictions shall extend to and are hereby made obligatory upon party of the second part, his heirs and assigns forever, together with all and singular, the hereditaments and appurtenances thereanto belonging, and the title thereupon reinvest in varties of the first part, their heirs or zepresentatives; provided, however, that the forfeiture herein provided shall never be invoked and never become operative against any corporation, partnership or individual who has become a mortgagee ingood faith, prior to the breach of the foreg ing covenants, to the extent of said mortgagee's interest in and to the land or premises herein conveyed.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements and appurtenances thereto belonging or in anywise appertaining forever.

And the said John W. Perryman, Clarissa Richards and B' P. Richards, her husband, their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeanible estate of inheritance in fee simple, of and in, the above granted and described premises, with appurtenances; that the same are free, clear and discharged and unincumbered if and from all former and other grants, titles, charges, estates judgements, taxes, assessments and incumbrances, of whatsoever nature and kind except a cosly ease dated August 11th, 1913, to Hickory Coal & Mining Company, and that they will warrant and forever defend the same unto said party of the second part, his heirs and assigns, said parties of the first part, their heirs and assigns, and all and every person of persons whomsoever, lawfully claimingor to claim the same.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

John W. Perryman Clarissa Richards B. P. Richards By Fletcher H. Pratt, Attorney-in-fant.

State of Uklahoma) SS County of Tulsa)

4

Before me, C. P. Momroy, a Notary Public in and for said State and County, on this 23 day of Aug. A.D. 1921, personally appeared Fletcher H. Fratt, to 'me known to be thr identical person who executed the within and foregoing instrument, as attorney in fact of John W. Ferryman, Clarissa Richards and B. P. Richards, and abknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of John W. Perryman, Clarissa Richards, and

144