

if paid in cash within six months from date and 5% discount on unpaid balance for cash after six months from date.

And the said party of the second part as a further consideration of this contract, assents and agrees by acceptance thereof, as follows: that the lot or lots hereby conveyed shall not within a period of five 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 steps or approach without roof, shall be built or extended within twenty five feet of the front lot line or closer than fifteen feet of the side street line, and no garage, servants house or other subsidiary buildings shall extend to 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 or occupied by any person of African descent; 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, Any violation of the foregoing conditions and restrictions by the party of the second part his heirs or assigns shall work a forfeiture to all title in and to said lots and that the above conditions shall extend to and are hereby made obligatory upon party of the second part, his heirs and assigns forever.

When the purchase price is paid in full, party of the first part agrees to execute and deliver to party of the second part good and sufficient warranty deed conveying said property to second party free and clear of liens and encumbrances, except state, county and municipal taxes, and all special taxes of every nature whatsoever.

It is hereby agreed that should the party of the second part default in any of the above payments, then this contract will become null and void. The party of the first part agrees to deliver abstract showing merchantisable title covering each lot.

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

A. Y. Boswell,
party of the first part,
H. W. Hoffman, party
of the second part.

State of Oklahoma)
County of Tulsa)

Before me, the undersigned, a notary public, in and for said county and state, on this the 15 day of October, 1922, personally appeared A. Y. Boswell, to me well known to be the identical person who executed the within and foregoing contract and assignment thereto attached and acknowledged to me that he had executed them as his free and voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof, I have herunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires June 15th, 1924. (SLL) Hazel Johnson, Notary Public,

ASSIGNMENT.

Sept. 21, 1921 - For value received, I hereby transfer and assign Raymond S. Coleman of 122 East Second St. Tulsa, Okla. all my right, title and interest in and to the foregoing contract.

H. W. Hoffman,
party of the second part.

Sept. 20, 1921 - Consent is hereby given to assign this contract to Raymond S. Coleman,

A. Y. Boswell, Jr.,
party of the first part.

J.M. Grother,