

for himself, his heirs and assigns, consents and agrees to this reservation and condition, as well as the reservations, conditions and agreements herein after set out, the said party of the first part further excepting and reserving unto himself his heirs and assigns, the oil, gas, fireclay, coal and all other minerals lying in and under the premises herein after described, does hereby grant bargain, sell, convey, and confirm, unto the party of the second part his heirs and assigns, forever, the following described premises situated in the town of Sand Springs, County of Tulsa, State of Oklahoma, to-wit:

Lot Number six of block number forty-four, according to the record plat of Sand Springs, Oklahoma, made by W. H. Hendren, civil engineer, and certified under date of June 17th, 1911, and recorded in the office of the Register of Deeds, Tulsa county, Oklahoma, on the 19th day of July, 1911.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and warrant the title to the same, unto the party of the second part, 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 party of the first part, for himself and his heirs and assigns, does hereby covenant, promise and agree to and with the party of the second part, 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 herein after stated, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature and kind. And the said party of the second part for himself, his heirs, successors and assigns, does further covenant and agree to and with the party of the first part, his heirs and assigns, as follows:

First: That the party of the second part, his heirs, successors or assigns, shall not at any time, erect, make or permit or suffer upon the premises hereby conveyed, any milkman's stables, piggery 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 lampblack factory, or any dangerous, noxious or unwholesome establishment, business, or trade whatsoever, which should or might be in any way offensive to the inhabitants of Sand Springs, residing in the vicinity of said establishment, business, or trade.

Second; And the party of the second part, for himself, his heirs, successors and assigns, does hereby further covenant and agree that when, in the judgment of the first party, the installation of sewers and sidewalks, and other public improvements, becomes necessary, or advisable, the first party 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 benefited or affected thereby, and the party of the second part, 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 the costs of the same ascertained as aforesaid. The within and is no part of my Homestead, and has never been occupied as such.

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

Frank A. Hamaker

STATE OF MISSOURI)
City of St. Louis) ss .

Before me, a Notary Public, within and for said city and State, on this 13th, day of July, 1916, personally appeared Frank A. Hamaker to me known to be the identi-