

This conveyance is given subject to the following conditions and restrictions, perpetual if not otherwise specified: That no residence shall be erected thereon costing less than \$4000.00, inclusive of subsidiary buildings and improvements on such lot; that no buildings or any part thereof, except steps of entrance approach without roof, shall be built or extended within twenty five feet (25) from the front lot line; or within ten feet (10) from a side street line; that the lot or lots hereby conveyed shall not within a period ten (10) years from this date be used for any other residence purposes; 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 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 conditions hereof. Any violation 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, 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 the day and date first above written.

John H. Miller, (Trustee)

State of Oklahoma) SS
County of Tulsa)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25 day of December, 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 thereinset forth.

My commission expires April 24, 1926. (SEAL) Fay Hollis, Notary Public.

at 4:00 P.M.

Filed for record in Tulsa County, Okla. on Jan. 2, 1923, and duly recorded in book 432, page 114, By Brady Brown, Deputy, (SEAL) C.C. Weaver, County Clerk.

218005 - BH

COMPARED

MORTGAGE.

Know all men by these presents that I, Henry F. Turner, a single man, of Haskell County, Oklahoma, hereinafter called mortgagor, to secure the payment of the sum of twelve hundred, fifty and no/100 dollars, paid by the First Trust Company of Wichita mortgagee, does hereby mortgage to said The First Trust Company, of Wichita, the following described premises situated in the County of Tulsa, Oklahoma, to-wit:

The south half (S $\frac{1}{2}$) of the north half (N $\frac{1}{2}$) of the north east quarter (NE $\frac{1}{4}$) and the north half (N $\frac{1}{2}$) of the south half (S $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of section twenty nine (29) township twenty one (21) north range thirteen (13) east,

of the Indian Meridian, containing in all 80 acres, more or less, according to Government survey, with all the appurtenances, and warrant the title to the same.

This mortgage, is made to secure the payment of the money, and the performance of the agreements, to be paid and performed by mortgagor to-wit: