

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 condition hereof. Any violations 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 made obligatory upon the party of the second part, his heirs and assigns, forever together 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 on the day and date first above written.

John H. Miller (Trustee)

STATE OF OKLAHOMA, )  
County of Tulsa. ) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of January, 1923, 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 therein set forth.

(Seal)

D. C. Miller, Notary Public.

My commission expires Sept. 13th, 1925.

Filed for record in Tulsa, Tulsa County, Oklahoma, January 29, 1923, at 4:15 o'clock P.M. and recorded in Book 425, Page 55.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

220435 C.M.J. COMPARED

RECEIPT AND ENDORSEMENT OKLAHOMA MORTGAGE.

I hereby certify that I received \$4.00 and issued Receipt No. 74-29 therefor in payment of mortgage tax on the within mortgage.

Dated this 29 day of Jan. 1923

WAYNE L. DICKEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS, That on this 24th day of January 1923, L. A. Nieswander and Iona Nieswander, husband and wife of Tulsa County, and

state of OKLAHOMA, parties of the first part, in consideration of the sum of Four Thousand Dollars to them in hand paid, by The Deming Investment Company, party of the second part, the receipt whereof is hereby acknowledged, have Mortgaged and hereby Mortgage unto the said The Deming Investment Company its successors, and assigns, the following premises, situated in the County of Tulsa in the State of Oklahoma, with all the improvements thereon and appurtenances thereto belonging, together with rents, issues and profits thereof, and more particularly bounded and described as follows, to-wit:

North Half of Southwest Quarter and West twenty-five (25) acres of the North Half of Southeast Quarter said 25 acre tract being also described as, beginning at the Northwest corner of said tract, thence east fifty (50) rods thence South eighty (80) rods, thence west fifty (50) rods, thence North to place of beginning all in Section Seven (7) Township Seventeen (17) North, Range Fourteen (14) East

of the Indian Meridian, containing in all 105 acres, more or less, according to the Government survey thereof, and warrant the title to the same.

TO HAVE AND TO HOLD, the premises above described, together with all rights and claims of Homestead and Exemption of the said party of the first part, their heirs or assigns therein, to said The Deming Investment Company and to its successors and assigns forever; provided, Nevertheless, and these presents are made by said party of the first part upon the following covenants and conditions, to-wit: