

COMPARED

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 said purchaser, his heirs, successors and assigns, forever, subject nevertheless to the conditions and reservations and agreement hereinbefore and hereinafter set forth, according to the true intent and meaning thereof.

And the Seller, for himself and his heirs and assigns, does hereby covenant, promise and agree to and with the purchaser, 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 hereinafter stated, taxes, judgements, mortgages, and other liens and encumbrances of whatsoever nature and kind.

And the said purchaser for himself, his heirs, successors and assigns, does further covenant and agree to and with the seller, his assigns, as follows:

First: That the purchaser, 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 manufacture for the making of gun powder, glue, varnish, ink turpentine, or for the boiling of bones, or for the dressing, tanning or preparing of skins, hides, or leather, or for any distillery or brewery, oil or lampblack, or any dangerous, noxious or unwelcome establishment, business, or trade whatsoever, which should or might be in any wise offensive to the inhabitants of Sand Springs, residing in the vicinity of said establishment, business, or trade.

Second: And the purchaser, for himself, his heirs, successors and assigns, does hereby further covenant and agree that when, in the judgement of the seller, the installation of sewers and sidewalks, and other public improvements become necessary, or advisable, the seller, at his option, shall have the right to install such system of sewers, sidewalks and other public improvements as in his judgement is necessary and advisable, and assess the just pro-rate, cost against the lots benefited or affected thereby and purchase for himself, his heirs, successors and assigns, covenants and agrees that upon the installation of such sewer, sidewalks and public improvements of either of them, he will thereupon pay his proportionate part of the costs of the same ascertained as aforesaid. The within lands is not part of my homestead, and has never been occupied as such.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.

Chas. Page

STATE OF OKLAHOMA, SS:
COUNTY OF TULSA,

Before me, a Notary Public, in and for said County and State, on this 28 day of March 1923, personally appeared Chas. Page 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.

Witness my hand and seal the day and date above set forth.

My commission expires July 1, 1926 (SEAL) E. F. Dixon-Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, April 21, 1923 at 10:30 o'clock P.M. and recorded in Book 441 Page 371

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

228522-ACM

COMPARED**ASSIGNMENT OF MORTGAGE**

FOR VALUE RECEIVED, I hereby sell, assign, transfer and set over unto Howard E. Hanna and Lenore S. Hanna, his wife his heirs and assigns, without recourse on me, the mortgage made by Howard E. Hanna and Lenore S. Hanna, his wife the indebtedness thereby conveyed