

former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature; subject, however, to the following conditions, to be in force and effect for ten years from the date of the execution of this instrument; that the said premises shall not nor shall any part thereof be used to erect or maintain thereon any duplex or apartment house, factory or business building nor any other non-private residential structure, except such incidental or subsidiary buildings as are ordinarily used on private residential premises; that no residence that shall cost less than \$7,000.00, including subsidiary buildings and improvements, shall be built on said premises hereby conveyed; that not more than one residence shall be built on any<sup>one</sup>/of said lots; that no building or any part thereof except steps or entrance approach without roof shall be built or extend within 35 feet of the front line or closer than 25 feet of the side street line; and no garage, servants house or other subsidiary buildings shall extend within 90 feet of the front line or within 25 feet of the side street line;

That no part of the lot or lots hereby conveyed shall ever be sold or rented to, or occupied by, any person of African descent, known as negroes; provided however, that the maintenance of servant's quarters and their use and occupation by servants of the owner or lessee of the lot or lots hereby conveyed, shall not be considered a breach of this condition;

All of which restrictive conditions, the said grantees, heirs and assigns covenant to observe both towards the said grantor and towards all present and future owners and lessees of lots or parcels of land in said Bren-Rose Addition to the City of Tulsa, Oklahoma; and do hereby acknowledged full notice and knowledge of similar restrictive conditions having been or which are to be imposed upon all lots or parcels of land sold, or to be sold, of said Addition.

IN WITNESS WHEREOF, the said Parties of the first part have hereunto set their hands this 23 day of April, 1923.

Jennie F. Brennan

E. J. Brennan

COMPARED

STATE OF OKLAHOMA,  
ss.  
County of Tulsa,

Before me, the undersigned, a Notary Public, in and for said county and state, on this 23 day of April, 1923, personally appeared Jennie F. Brennan, and E. J. Brennan, wife and husband to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires July 1, 1925 (SEAL) Philip J. Kramer-Notary Public  
Filed for record at Tulsa, Tulsa County, Oklahoma, April 24, 1923 at 4:20 o'clock P.M. and recorded in Book 441 Page 376

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

228542-ACM

COMPARED

RELEASE OF MORTGAGE

GUM BROTHERS COMPANY, mortgagee, a corporation organized under the laws of the State of Oklahoma, of Oklahoma City, Oklahoma, does hereby acknowledged that a certain real estate mortgage date the 9th day of February, 1923, executed by Marie Mead and Homer E. Mead, her husband, to secure the payment of Eight Thousand dollars, and recorded in Volume 425 of Mortgages on page 139 of the office of Register of Deeds, now County Clerk of Tulsa County and State of Oklahoma, is redeemed, satisfied and discharged in full, no consideration having been paid.

IN WITNESS WHEREOF, GUM BROTHERS COMPANY, a corporation, has caused its name to be subscribed to this release by its Vice-President and attested by its Secretary, with Corporate