

reservation, conditions, and agreements hereinafter set out, the said Seller further, excepting and reserving unto himself, his heirs and assigns, the oil, gas, fire clay, coal and all other minerals lying in and under the premises hereinafter described, does hereby bargain, sell, convey and confirm unto the Purchaser, his heirs, successors and assigns, forever, the following described premises, situated in the town of Sand Springs, County of Tulsa, State of Oklahoma, to-wit:

Lots Number Twenty One (21) and Number Twenty Two (22) Block Number One (1), in the Second Lake Subdivision, according to the recorded plat thereof.

The purchaser to pay any and all taxes and assessments levied by public authority that may become a lien on said premises after the expiration of the year 1922, according to the recorded plat, and recorder in the office of Register of Deeds, Tulsa County, Oklahoma.

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 of the conditions and reservations and agreements hereinbefore and hereinafterest 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, pig-gery, 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 the dressing, tanning or preparing of skins, hides, or leather, or for any distillery or brewery, oil or lampblack factory, 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 rata cost against the lots benefited or affected thereby, and purchaser for himself, his heirs, successors and assigns, covenant and agrees that upon the installation of such sewers, 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 hands 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 7 day of May 1923 personally appeared Chas. Page to me known to be the identical person who executed the same