

COMPARED

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, judgments, 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 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, covenants 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 ascertain as aforesaid. The within land is no 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,
COUNTY OF TULSA,

SS:

Before me, a Notary Public, in and for said County and State, on this 23 day of Feby 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 execute 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, Feb. 26, 1923 at 8:00 o'clock A. M.
and recorded in Book 444 Page 139.

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

222757-ACM

AFFIDAVIT

COMPARED

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Ruby B. Powell being first duly sworn upon oath, deposes and says: That heretofore to-wit, she and Mary A. Rambo made a mortgage to A. J. Love and B. G. Whitestone for the sum of \$1444.25, which was recorded in Tulsa County, Oklahoma, on the 4th day of January, 1923 in Book 402, page 226; covering Lot 4, Block 6, Irving Place Addition to the City of Tulsa, and this affidavit is to notify the public that the mortgage above mentioned is without consideration and anyone accepting the same by assignment is hereby notified that the undersigned will contest the payment of the indebtedness shown in said mortgage, and that in due time an action will be filed to cancel said mortgage.

Further affiant saith not.

~~4~~ Ruby B. Powell