

COMPARED

It is expressly agreed by and between the parties hereto that the said warranty deed shall have written therein the following restriction clause.

This conveyance is given subject to the following conditions and restrictions: that no residence shall be erected thereon that 2 stories in height, or costing less than \$7500.00 inclusive of other subsidiary buildings and improvements on such lot; that the main portion of the residence built thereon, except open porches and fences, shall not be built or extended within forty (40) feet from the front lot line, or within 35 feet from a side street line and said residence shall front the street on which the ~~lot~~ or lots on which it is located fronts; that the lot or lots hereby conveyed shall not, within a period of thirty years from this date, be used for business, apartment house, duplex, or any other than residence purposes; that only one residence shall be built on one lot; that no part of the lot or lots hereby conveyed shall ever be sold or rented to or occupied by any persons of African descent, commonly known as negroes, except that the building of a servant's house 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.

These restrictions are covenants of the grantee and shall be annexed to and run with the land, and either the party of the first part herein or any owner of any real estate in the Oak Terrace Addition to the City of Tulsa, Oklahoma, shall have the right to enforce said restrictions in any court of competent jurisdiction, either by injunction to prevent the violation of such restrictions, or by suit to recover damages for a violation or violations of such restrictions.

It is expressly understood and agreed that the title to the land herein sold is reserved in the first party until the final payment of the purchase price.

The first party shall pay in full all general taxes of every character which are a lien on this date on the property herein described, and also all installments already matured on all assessments for special improvements, such as sidewalks, sewers and paving, and the second party hereby expressly assume and agree to pay, all general taxes of every character which hereafter become a lien on said property, and also all installments which hereafter mature on all assessments for special improvements, such as sidewalks, sewers and paving already assessed or to become assessed hereafter against the said property.

The party of the second part as a further consideration for the sale of said lot or lots hereby agree to sign any and all petitions for sidewalks, sewers and paving, or for any other improvements such as water, gas and electricity for lights and power, at the request of the first party, and by signing this agreement hereby assent to the securing of any or all of such improvements at any time the first party deems it advisable, and said second part-- hereby appoint and empower the said first party as agent to sign for --- any and all petitions required to secure any or all of the said improvements, at any time the said first party may deem it necessary or advisable to do so for the proper improvement of the property herein described.

Present building on lot not to be used as residence longer than Sept. 1st, 1924.

If the first party has complied with this agreement and the second party shall refuse or neglect to make the deferred payments herein provided for, when the same become due and payable, then any cash paid on this agreement shall be retained by first party as rental for the ^{use of} above described property up to such date and thereafter the second part-- shall have no further right or equity of any kind whatsoever in said property.

Time is the essence of this agreement.

IN WITNESS WHEREOF, the parties have signed this agreement this 5 day of March, A.D., 1923.