

purchaser for himself, his 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 candlerly, nore any manufactory for the making of gun powder, glue, varnish, ink turpentine, or for the boiling of hones, 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 ascertained as aforesaid. The within land is no party 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 13 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 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 Feb. 16, 1923 at 2:10 o'clock P. M.
and recorded in Book 444 Page 43.

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk

----- COMPARED -----

222022-ACM

AFFIDAVIT OF IDENTIFICATION

STATE OF OKLAHOMA,)
COUNTY OF TULSA,) SS.

Carrie Rogan, of lawful age, being first duly sworn, upon her oath makes the following statement:

I am the identical person named as Carrie Rogan one of the grantors in a certain Real Estate Mortgage, dated April 18th, 1916, given by Carrie Rogan, and S. J. Rogan, her husband, grantors, to S. F. Hyde, grantee, covering the following described Real Estate, situate in Tulsa County, State of Oklahoma, to-wit: Lots Eight (8) and Nine (9), in Block Twenty-Two (22), in the town of Owasso, Oklahoma; which said Real Estate Mortgage was filed for record on the 19th day of April, 1916, in the office of the County Clerk of Tulsa County, Oklahoma, and was recorded in Book 133, Page 575 of the records of Tulsa County, Oklahoma.

I am also the identical person named as Carrie Rogan in a certain Deed of Release,