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:

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First: That the purchaser, his heirs, successors or assigns, shall not at any time, erect, maker or permit or suffer upon the premises hereby conveyed, any milkmen'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, residingmin 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 sgainst the lots benefitted or affected thereby, and purchaser for himself, his heirs, succesors and assigns, covenants and agrees that upon the installation of such sewers, side-waks and public improvements of either of them, he will thereupon pay his proportionate part of the costs of the same ascertained asaforesaid. 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)
)SS
County of Tulsa ) Before me, Notary Public, in and for said County and State, on this 24 day of February, 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,

(SEAL) E. F. Dixon, Notary Public.

My commission expires July 1st, 1926.

Filed for record on March 8, 1923, at 1:30 P.M. and duly recorded in book 445, page 174, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

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COMPARED

## RELEASE OF MORTGAGE.

In consideration of the payment of the debt named therein, The Adkinson, Warren & Henley, Co, does hereby release the mortgage made by Nathaniel V. Yargee and Susie