

and agree to and with the seller, his assigns, as follows: **COMPARED**

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 gunpowder, 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 would 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 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, side-walks and public improvements or either of them, he will thereupon pay his proportionate part of the costs of the same ascertained 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 28 day of Oct, 1918, personally appeared Charles 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) Chas. B. Rawson, Notary Public.

My commission expires April 8, 1920.

Filed for record in Tulsa County, Oklahoma, April 27, 1923, at 10:00 A.M. and duly recorded in book 445, page 587, by Brady Brown, Deputy.

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

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COMPARED
AFFIDAVIT.

State of Oklahoma)
County of Tulsa) SS

L.L. Hutchison, of lawful age, being first duly sworn upon oath deposes and says that he bought and purchased from G. C. Packard and Lula B. Packard, his wife, of Fort Smith, Arkansas,

Lot twenty (20) of block two (2) in East Highland addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, as well as other lots in the same addition.

That in conveying said property to him by warranty deed, which deed was dated March 30, 1920, and filed for record on April 2, 1920, and recorded in book 336 at page 210,