

and agrees to this reservation and condition, as well as to the reservations, conditions, and agreements hereinafter set out; the said seller further, excepting and reserving unto himself, his heirs and assigns, the oil, gas, fire clay, coal and all other minerals whether the existence thereof is now known or not, lying in and under the premises hereinafter described, does hereby bargain, sell, convey and confirm unto the Purchaser, his heirs successors, and assigns, forever, the following described premises, situated in the town of Sand Springs, County of Tulsa, State of Oklahoma, to-wit:

Lot number five (5) Block number thirty eight (38) second **COMPARED**

Oak Ridge add. to the town now city of Sand Springs,

according to the official plat thereof.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and warrant the title to the same, unto the said purchaser, his heirs successors and assigns, forever, subject nevertheless to the condition and reservations and agreements hereinafter set forth, according to the true intent and meaning 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 heirs and 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 dressing, tanning or preparing of skins, hides or leather, or for any distillery or brewery, oil or lamp-black factory, or any dangerous, noxious or unwholesome establishment, business, or trade whatsoever, which should or might in any wise be 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, becomes 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 prorata cost against the lots benefitted or affected thereby, and the 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 costs of the same ascertained as aforesaid. The within land is no part of my homestead, and has never been occupied as such.

Third. The following is the schedule of building restrictions in Oak Ridge second addition, and the purchaser for himself, his heirs, successors and assigns, agrees to said building restrictions, insofar as same cover the premises hereby conveyed.

East half of blocks 39 and 40.

Building line- not less than twenty five (25) feet from east boundary.

Character of buildings: To cost the owner not less than \$5000. for residence. Outbuildings extra.

Temporary buildings to be occupied as residence may be constructed provided it rests on the rear forty (40) feet; in other words, its front must be 100 feet west of