

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, judgments, 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:

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 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 judgment 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, sidewalk and other public improvements as in his judgment 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 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 7th, day of March, 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. P. Dixon, Notary Public.

My commission expires July 1st, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 13th, 1923, at 10 A.M and recorded in Book 446, Page 210.

By Brady Brown, Deputy Clerk.

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

224381-GB COMPARED

RELEASE OF SECOND MORTGAGE.

WHEREAS, Lottie Frasher, nee Fry, and E. E. Frasher, Husband and wife, of Tulsa County, State of Oklahoma, as Mortgagors, did on the 21st, day of January, 1921, execute a certain mortgage recorded on the 1st, day of February, 1921, in the office of the County Clerk, Ex-Officio Register of Deeds, of Tulsa County, State of Oklahoma, in Book 317, at Page 245, to EXCHANGE TRUST COMPANY, a corporation, of Tulsa, Oklahoma,