

accepting this deed for himself, his heirs, executors, administrators, successors and assigns, consents 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 fireclay, coal and all other minerals 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: All of lot twenty one (21) in block thirty one (31) Sand Springs, Okla., according to the recorded plat of Sand Springs, Oklahoma, made by W.H. Hendren, Civil Engineer, and certified under date of 17th day of June, 1911, and recorded in the office of Register of Deeds, Tulsa County, Oklahoma, on the 19th day of July, 1911.

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 conditions and reservations and agreements hereinbefore and 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 assigns, as follows:

First: That the purchaser, his heirs, successors or assigns, shall not at any time, erect, make or permit to 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 unwholesome 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, sidewalks and other public improvements as in his judgment is necessary and advisable, and assess the just pro rata cost against the lots benefitted 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 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 19 day of January, 1915, 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