

of itself, and by virtue of the power and authority therein granted, covenants and agrees with the party of the second part that said Trustee at the time of the delivery of these presents is seized of a good and indefeasible title and estate of inheritance in fee simple in and to said real estate and covenants that it is in peaceful and undisputed possession of said premises, with full right and power to convey the same by this instrument to said party of the second part, and that the same are clear, free and discharged of and from all former and other grants, charges, taxes, judgments and other liens or encumbrances of whatsoever kind or nature, and hereby binds the beneficial owner of said premises, its successors or assigns, forever, to observe the covenants and agreements herein contained; Provided, however, that this deed is made upon the express condition that the party of the second part, his heirs, successors or assigns, or any person or persons claiming under him shall erect no building on the lot hereby conveyed nearer than fifteen feet to the front property line thereof, and said property, or any part thereof, shall never be sold or rented to a person of African descent, commonly called negro, but the renting of servant's quarter by an order of lessee to a negro employed by such owner or lessee as his servant shall not constitute a violation of this restriction and the further restriction that no building for residence purposes shall be erected on any lot hereby conveyed costing less than \$4,000.00, including subsidiary buildings and improvements, neither shall the improvements erected on any lot conveyed be used for other than residence purposes for a period of ten (10) years from and after the 30th day of April, 1921.

In witness whereof, said Exchange Trust Company, as Trustee has hereunder caused its name to be subscribed by its Vice-President and its seal affixed hereto and the same to be attested by its Secretary, this the 8th day of May, 1924.

(Corp. Seal) Exchange Trust Company,

By E. L. Standeven, Vice-President.

Attest: E. W. Deputy, Ass't Secretary.

State of Oklahoma)
Tulsa County) SS

Before me, E. P. Jennings, a Notary Public, in and for said County and State, on this 4th day of May, 1924, personally appeared H. L. Standeven, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, Exchange Trust Company, for uses and purposes therein set forth,

In witness whereof, I have hereunto set my hand and affixed my notarial seal of office in said County and State the day and year last above written.

(SEAL) E. P. Jennings, Notary Public.

My commission expires May 15, 1924.

Filed for record in Tulsa County, Okla. on May 9, 1924, at 11:50 A.M. recorded in book 449, page 172m Brady Brown, Deputy,

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

257781 - BH

RELEASE OF OIL AND GAS LEASE.

Know all men by these presents: That F. D. McDonnell does hereby release, relinquish and surrender to John W. B. Smith, his heirs or assigns, all right, title and interest in and to a certain oil and gas mining lease made and entered into ^{by} and between John W. B. Smith, a minor, by William L. Smith, his guardian, of Tulsa County, Oklahoma, as lessor,