

lessee of the lot or lots hereby conveyed, shall not be considered as a breach of the conditions hereof. Any violation of the foregoing condition and restriction by the party of the second part, his heirs or assigns shall work a forfeiture to all title in and to said lots, and that the above conditions and restrictions shall extend to and are hereby made obligatory upon party of the second part, his heirs and assigns forever, together with all and singular, the hereditaments and appurtenances thereunto belonging, and the title shall thereupon reinvest in parties of the first part, their heirs or representatives; provided, however, that the forfeiture herein provided shall never be invoked and never become operative against any corporation, partnership or individual who has become a mortgagee in good faith, prior to the breach of the foregoing covenants, to the extent of said mortgagee's interest in and to the land or premises herein conveyed.

COMPARED

TO HAVE AND TO HOLD the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And the said H. C. Tyrrell and Maud K. Tyrrell, his wife, for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of whatsoever nature or kind Except Taxes of Every Nature Whatsoever, and that they will WARRANT AND FOREVER DEFEND THE SAME unto the said party of the second part, his heirs and assigns, against said parties of the first part, their heirs, administrators, assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same. All taxes and special assessments, not now delinquent, shall be paid by the party of the second part.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands this 1st day of January A.D. 1922.

H. C. Tyrrell

Maud K. Tyrrell

STATE OF OKLAHOMA)
COUNTY OF TULSA,) SS.

Before me, Frank H. Shreck a Notary Public in and for said county and State, on this 1st day of January 1922, personally appeared H. C. Tyrrell and Maud K. Tyrrell, his wife to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires July 3, 1924

(SEAL) Frank H. Shreck, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 25, 1923 at 9:30 o'clock A. M.
in Book 450, page 199

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk