

COMPARED

Any violation of the foregoing condition and restriction of the party of the second part, his heirs or assigns shall work a forfeiture of 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 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.

To have and to hold the same, together with all and singular the tenements, and appurtenances thereto belonging or in anywise appertaining forever.

And the said John W. Perryman, Clarissa Richards and B. P. Richards, her husband their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part 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, the above granted and described premises, with appurtenances; that the same are free, clear and discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, except, a coal lease dated August 11th 1913, to Hickory Coal & Mining Company, and that they will warrant and forever defend the same unto said party of the second part, his heirs and assigns, said parties of the first part, their heirs and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

In witness whereof, the said parties of the first part have herunto set their hands the day and year first above written.

John W. Perryman,
Clarissa Richards,
B. P. Richards,
By Fletcher H. Pratt, Attorney-in-fact.

State of Oklahoma)
County of Tulsa) SS

Before me, C.P. Monroy, a Notary Public, in and for said State and County, on this 23 day of Aug. A.D. 1921, personally appeared Fletcher H. Pratt to me known to be the identical person who executed the within and foregoing instrument as attorney in fact of John W. Perryman, Clarissa Richards and B. P. Richards, 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 John W. Perryman, Clarissa Richards and B. P. Richards, for the uses and purposes therein set forth.

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

(SEAL) C.P. Monroy, Notary Public.

My commission expires Oct. 16, 1924.

Filed for record in Tulsa County, Okla. on June 1, 1923, at 4:35 P.M. and duly recorded in book 455, page 212, By Brady Brown, Deputy,

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

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ASSIGNMENT OF MORTGAGE.

Know all men by these presents, that The Deming Investment Company, (a corporation) in consideration of the sum of twenty five hundred dollars to it in hand