

COMPARED

necessary out-buildings and servant's quarters shall be erected on said premises; and that no residence shall be erected on said premises to cost less than eighty five hundred dollars (\$8500.00) and all residences shall front the street on which the lot fronts, and no building or part thereof, including porches, shall be erected on said premises within 30 feet of the property line adjoining any street on which said lot fronts; and no outbuildings shall be erected on said premises within 70 feet from the front of the lot or within 30 feet of any side street; and that said premises shall never be conveyed to or occupied by persons of African descent, commonly known as negroes; provided, however, that this shall not prevent negroes from occupying servants quarters on said premises; and that no permanent structures shall be built upon the 4 foot strip of ground hereinafter described as being subject to a public serve easement; and no billboard or other instrument of advertising shall ever be erected or located upon said premises and no residence shall be moved from other premises and permanently located on the lands herein described. These restrictions shall run to the lands and a violation thereof shall work a forfeiture of title in favor of first parties; provided, however, that the forfeiture herein provided shall never be invoked and never become operative against any mortgagee in good faith; under any mortgage executed prior to the breach of such covenant, to the extent of said mortgagee's interest in and to the lands or premises hereby conveyed.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or any wise appertaining forever, subject, however, to the right and easement of the City of Tulsa and of public service corporations to construct and maintain sewer, gas, electric, and telephone lines upon a strip of ground not exceeding four (4) feet in width along the rear edge of said lands.

And the said parties of the first part and their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, his heirs and assigns, 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 unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of whatever kind and nature except building restrictions and easements herein referred to, and 1923 taxes and special assessments which may accrue, 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 due shall be paid by party of the second part.

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

C. H. Terwilleger,  
Mary A. Terwilleger.

State of Oklahoma }  
Tulsa County ) SS

Before me, the undersigned, a Notary Public, in and for said county and state, on this first day of June, 1923, personally appeared C. H. Terwilleger and Mary A. Terwilleger, his wife, to me known to be the identical persons 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 therein set forth.