

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 in anywise appertaining forever, subject, however, to the right and easement of the City of Tulsa and of public service corporations to construct and maintain sewer, water, 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, judgements, taxes, assessments, and encumbrances of whatever kind and nature except building restrictions and easements herein referred to, and 1923 taxes, and any 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 19th 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.

(SEAL) M. W. Turner, Notary Public.

My commission expires Feb. 1, 1927.

Filed for record in Tulsa County Okla. on June 22, 1923 at 9:00 A.M. and duly recorded in book 455, page 406, By Brady Brown, Deputy,

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

COMPARED

233877 - BH

This agreement, made and entered into this 6th day of June, 1923, by and between Gypsy Oil Company, a corporation, of Tulsa, Oklahoma, E. M. Arnold, A. E. Lewis and W. E. Howendobler of Tulsa, Oklahoma, first parties, and Black, Sivalls & Bryson, Inc. a corporation, of Bartlesville, Oklahoma, second party, does

WITNESS.

That, for and in consideration of the sum of one dollar and other valuable considerations this day in hand paid by party of the second part to parties of