

And the seller, for himself and his heirs and assigns, does hereby covenant, promise and agree to and with the purchaser, his heirs, executors, administrators, successors and assigns that the said premises are free, clear and discharged of and from all former grants, charges, except for improvements as hereinafter stated, taxes, judgements, mortgages and other liens and encumbrances of whatever nature and kind. And the said purchaser for himself, his heirs, successors and assigns, does further covenant and agree to and with the seller, <sup>his assigns</sup> as follows,

First. That the purchaser, his heirs, successors or assigns, shall not at any time, erect, make or permit or suffer upon the premises hereby conveyed, any milkman's stables, piggery, slaughter house, tallow candlery, nor any manufactory for the making of gun power, glue, varnish, ink, turpentine, or for the boiling of bones, or for the dressing, tanning, or preparing of skins, hides, or leather, or for the distillery of brewery, oil or lamp black factory, or any dangerous, noxious or unwelcome establishment, or trade whatsoever, which should or might be offensive to the inhabitants of Sand Springs, residing in the vicinity of said establishment, business or trade.

Second. And the purchaser, for himself, his heirs, successors and assigns, does hereby further covenant and agree that when, in the judgements of the seller the installation of sewers and sidewalks, and other public improvements become necessary, or advisable, the seller, at his option, shall have the right to install such system of sewers, sidewalks and other public improvements as in his judgement is necessary and advisable, and assess the just pro-rata <sup>costs</sup> against the lots benefitted or affected thereby, and purchaser for himself, his heirs, successors and assigns, covenants and agrees that upon the installation of such sewers, sidewalks and public improvements of either of them, he will thereupon pay his proportionate part of the costs of the same ascertained as aforesaid. The within land is no part of my Homestead and has never been occupied as such.

In witness whereof, I have hereunto set my hands the day and year first above written.

Chas. Page.

State of Oklahoma )  
County of Tulsa ) SS

Before me, a Notary Public, in and for said County and State, on this 13th day of June, 1923, personally appeared Chas. Page to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and date above set forth.

(SEAL) E. F. Dixon, Notary Public.

My commission expires July 1, 1926.

Filed for record in Tulsa County, Okla. on June 28, 1923, at 11:25 A.M. and duly recorded in book 455, page 475, By Brady Brown, Deputy,

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

234456 - BH

Number 2325-4/

UNITED STATE OF AMERICA.

ASSIGNMENT OF REAL ESTATE. MORTGAGE.

DOLLARS 1,200.00

EXCHANGE TRUST COMPANY, Tulsa, Okla.

Know all men by these presents: That for value received, Exchange Trust Company, a corporation of Tulsa, Oklahoma, does hereby assign, transfer, and set over to first Trust and Savings Bank of Peoria, and assigns, all of its right, title and interest in