

457

liquors are broken by the Purchaser, his heirs, successors, assigns, or legal representatives than this deed shall become null and void, and all right, title and interest in and to the premises hereby conveyed shall revert to the said Sand Springs Home, its successors and assigns, and the Purchaser, by accepting this deed for himself, his heirs, executors, administrators, successors and assigns, consents and agrees to this reservation and condition as well as to the reservation, conditions, and agreements hereinafter set out, the said Seller further, excepting and reserving unto himself, his heirs and assigns, the oil, gas, fire clay coal and all other minerals lying in and under the premises hereinafter described, does hereby bargain, sell, convey and confirm unto the purchaser, his heirs, successors and assigns, forever, the following described premises, situated in the town of Sand Springs, County of Tulsa, State of Oklahoma, to-wit:

COMPARED

Lot Number Twenty Three (23) Block Number Thirty-Six (36) in the Original Town, now City of Sand Springs, Oklahoma, according to therecorded plat thereof.

The purchaser to pay any and all taxes and assessments levied by public authority that may become a lien on said premises after the expiration of the year 1919, according to therecorded plat of Sand Springs, Oklahoma, made by W. H. Hendren, Civil Engineer, and certified under date of 17th of June 1911, and recorder in the office of Register of Deeds, Tulsa County, Oklahoma, on the 19th day of July, 1911.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and warrant the title to the same, unto the said purchaser, his heirs, successors and assigns, forever, subject nevertheless to the conditions and reservations and agreements hereinbefore and hereinafter set forth, according to the true intent and meaning thereof.

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 whatsoever nature and kind. And the said purchaser for himself, his heirs, successors and assigns, does further covenant and agree to and with the seller, his assigns, as follows:

First: That the purchaser, his heirs, successors, or assigns, shall not 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 powder, glue, varnish, ink turpentine, or for the boiling of bones, or for the dressing, tanning or preparing of skins, hides, or leather, or for any distillery or brewery, oil or lampblack factory or any dangerous, noxious or unwelcome establishment, business or trade whatsoever, which should or might be in any wise 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 judgment of the seller, the installation of sewers and sidewalks, and other public improvements become necessary, or advisable, 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 cost against the lots benefitted or affected thereby, and purchaser for himself, his heirs, successors and assigns, covenant and agree that upon the installation of such sewer 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.