

And in case of foreclosure hereof said first parties hereby agree to pay the sum of Seventyfive Dollars, attorneys' fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 19th day of June, 1923

Eleanor W. Yancey

Charles L. Yancey

STATE OF OKLAHOMA
COUNTY OF TULSA SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of June 1923, personally appeared Eleanor W. Yancey and Charles L. Yancey her husband, 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.

WITNESS my hand and official seal,

My commission expires Jan 12, 1926 (SEAL) C. C. McGilvray-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, June 29, 1923 at 4:25 o'clock P.M? and recorded in Book 457 Page 540

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

234613-ACM

COMPARED

WARRANTY DEED

INTERNAL REVENUE

\$ 2.00

Cancelled

THIS INDENTURE, Made this 22nd day of June A.D., 1923 between C. H. Terwilliger and Mary A. Terwilliger, his wife, of Tulsa County, State of Oklahoma, parties of the First Part, and John R. Ramsey party of the second part,

WITNESSETH:

That Parties of the First Part, in consideration of the sum of One Dollar and other valuable considerations Dollars (\$1.00) and for the further considerations hereinafter set out, do hereby grant, bargain, sell, and convey unto the said party of the second part, his heirs and assigns, all the following described lands situated in Tulsa County, Oklahoma, to-wit:

Lot Six (6) in Block Seven (7) in Terwilliger Heights, an
Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

As part of the consideration for this sale and conveyance, the parties hereto covenant as follows: The lands herein described shall not be used for other than residence purposes for a period of fifteen years from this date, and no duplex house, flat, or apartment house shall be erected thereon during said period; and that only one residence, except 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 Eight Thousand Five Hundred Dollars (\$8,500.00) and all residences shall front the street on which the lot fronts, and no building or parts thereof, including porches, shall be erected on said premises within 27 feet of the property line adjoining any street on which said lot fronts; and no out-buildings shall be erected on said premises within 70 feet from the front of the lot or within xxxxxx 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 four (4) foot strip of ground hereinafter described as being subject to a public service easement; and no billboards or other instruments of advertising shall