

COMPARED

457

ever be created or located upon said premises and no residence shall be moved from other premises and permanently located on the lands herein described. This lot further restricted to two-story residence. 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 in any wise appertaining forever, subject, however, to the right and easement of the City of Tulsa and of public service corporation 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 state 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 discharge 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 his hands the day and year first above written.

C. H. Terwilleger

Mary A. Terwilleger

STATE OF OKLAHOMA  
SS  
COUNTY OF TULSA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of June 1923, personally appeared C. H. Terwilleger and Mary A. Terwilleger, his wife, to me known to be the identical person 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.

My commission expires Feb. 1, 1927 (SEAL) M. W. Turner-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, June 29, 1923 at 4:30 o'clock P.M. and recorded in Book 457 Page 542

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

234614-ACM

COMPARED

WARRANTY DEED

INTERNAL REVENUE

200

THIS INDENTURE, Made this 22nd day of June A.D., 1923 between C. H. TERWILLEGER and MARY A. TERWILLEGER, his wife, of Tulsa County, State of Oklahoma, Parties of the First Part, and Pearl W. 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