

The court further finds that under the decisions of the Supreme Court of the State of Oklahoma and the United States Circuit Court of Appeals for the Eighth Circuit, that the said oil and gas mining lease heretofore made by said guardian and approved by this court is valid and binding.

The court further finds that the said O. K. Eysenbach and associates have, by virtue of said agreement, offered to pay said minor an additional consideration of \$28.00 at this time to settle all damage by virtue of the development of said land for oil and gas purposes that have heretofore accrued to said minor, if any, and in full for any cause of action that may hereafter accrue to said minor.

The court further finds that it is manifestly to the best interest of said minor that said guardian execute said contract and accept the said sum of \$25.00 for the use and benefit of said minor.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED by the court, that the said contract heretofore entered into on the 25th day of July, 1923, by and between Joseph Brunner, as guardian of Henry Marshall, a minor, as party of the first part, and O. K. Eysenbach and associates as parties of the second part, be and the same is hereby approved.

Done in open court this 31 day of July, 1923.

Ben Braden

Judge

Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 1, 1923 at 4:00 o'clock P.M.  
in Book 464, page 457

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

237186 C.J. COMPARED

TRUSTEES DEED

KNOW ALL MEN BY THESE PRESENTS: That EXCHANGE TRUST COMPANY, a corporation, as Trustee, having its place of business in Tulsa County, State of Oklahoma, as party of the first part, in consideration of the sum of One Thousand and no/100 and other valuable consideration, does hereby grant, bargain, sell and convey unto S. M. Bell of Tulsa, Okla., as party of the second part, the following described real estate and premises situated in Tulsa County, Oklahoma, to-wit: Lot Eighteen (18) in Block Four (4) of City View Hill Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof; together with all improvements thereon and appurtenances thereunto belonging; this contract, however, is subject to the following restrictions which constitute the substantial consideration for the execution hereof, and which it is agreed by and between the parties hereto, shall be and remain covenant running with the land and shall be binding upon the said parties of the second part, their heirs, assigns and legal representatives, to-wit:

(a) Said premises sold for residents' purposes only, and the minimum cost of any dwelling placed thereon, shall be \$4,000.00 when completed, and no part of such dwelling shall be nearer the front line than twenty feet.

(b) It is expressly understood and agreed that this lot shall never be occupied by or sold to any person of African descent, commonly known as negro, except that the same may be occupied by such negroes only and while employed as a domestic or domestics by any person residing on said premises.

Said Trustee, on behalf of those owning the beneficial interest in said real estate at the time of the execution of this deed, as is shown in a certain Trust Agreement now of record in the office of the County Clerk, Ex-Officio Register of Deeds, of said County and State, dated the 15th day of November, 1919, but not on behalf of itself, covenants and agrees with the party of the second part that the party of the first part at the