

ninety feet of the front lot line, or within twenty five feet of the side street line; that no part of the lot or lots hereby conveyed shall ever be sold or rented or occupied by any person of African descent; provided, however, that the building of a servants' house, to be used only by servants of the owner or lessee of the lot or lots hereby conveyed, shall not be considered as a breach of the conditions hereof. Any violation of the foregoing condition and restriction by the party of the second part, his heirs or assigns, shall work a forfeiture to all title in and to said lots, and that the above conditions and restrictions shall extend to and are hereby made obligatory upon party of the second part, his heirs and assigns forever, together with all and singular, the hereditaments and appurtenances thereunto belonging, and the title shall thereupon reinvest in parties of the first part, their heirs or representatives, provided, however, that the forfeiture herein provided shall never be invoked and never become operative against any corporation, partnership or individual who has become a mortgagee in good faith, prior to the breach of the foregoing covenants, to the extent of said mortgagor's interest in and to the land or premises herein 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.

And the said parties of the first part, for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate 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, discharged and unincumbered of and from all former and other grants, titles, estates, judgments, taxes, assessments and incumbrances of whatsoever nature or kind, except all taxes and special assessments maturing subsequent to June 3, 1922, and that they will warrant and forever defend the same unto the said party of the second part, their 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 delinquent, shall be paid by the party of the second part.

In witness whereof, the said parties of the first part have hereunto set their hands this 6th day of July, 1923. A.D.

E.P. Harwell,
Mary W. Harwell,
Margaret E. Reynolds.

State of Oklahoma)
County of Tulsa) SS

Before me, E. P. Jennings, a Notary Public, in and for said County and State, on this tenth day of July, 1923, personally appeared E. P. Harwell, and Mary W. Harwell, 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.

Witness my hand and official seal the day and year last above written,

(SEAL) E. P. Jennings, Notary Public.

My commission expires May 15th 1924.

State of Texas)
County of El Paso) SS

Before me, E. L. Heath, a Notary Public, in and for said County and State, on this 13th day of July, 1923, personally appeared Margaret E. Reynolds, a single woman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and vol-