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STATE OF OKLAHOMA, }  
COUNTY OF TULSA, } SS.

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, on this the 17th day of October, 1923, personally appeared Geneva Keller, the wife of O. L. Keller; 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 voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year last above written.

My commission expires Nov. 4, 1926. (SEAL) R.A. Wallingford, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Oct. 23, 1923, at 11:30 o'clock A.m. and recorded in book 468, page 414.

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

#242849 NS

C O N T R A C T .

COMPARED

THIS AGREEMENT, Made and entered into this the 30th day of April, 1923, by and between Myrtle A. Earns, H. A. Earns, of Tulsa, Oklahoma, and R.A. Koons, and Maude A. Koons, of Tulsa, Oklahoma, WITNESSETH;

That Whereas, the said Myrtle A. Earns, is the owner of the following described real property, situate in TULSA COUNTY, STATE OF OKLAHOMA, to-wit;

Lot 9 in Block 1 in Earns Addition to the City of Tulsa; and

WHEREAS; the said R.A. Koons, & Maude A. Koons; is the owner of the following described real property, situate in TULSA COUNTY, STATE OF OKLAHOMA, to-wit;

Lot 10 in Block 1 in Earns Addition to the City of Tulsa; and

WHEREAS; said above described lots, parcels or tracts of real estate are adjoining lots in said addition, and the said parties hereto for their mutual advantage have covenanted and agreed for the mutual protection and benefit of the properties herein described upon a building line restriction upon said properties as hereinafter set forth;

NOW THEREFORE, For and in consideration of the sum of One Dollar, each to <sup>other</sup> the party to this contract paid, cash in hand, the receipt of which is acknowledged each from the other, and the further considerations of the covenants and agreements herein expressed and the mutual protection of property interests between the parties hereto;

IT IS COVENANTED AND AGREED between the parties hereto that the said parties hereto, nor either of them; shall not hereafter build, construct, erect or place upon said lots or parcels of realty herein described, or suffer or permit same to be done, any building nearer than three and one-half feet to the division property line between said lots; it being understood and agreed, however, that the restrictions herein agreed upon shall only extend to and apply to that part of said property and division line commencing at the front property line of said lots and extending back therefrom a distance of eighty feet from said front property line.

IT IS FURTHER COVENANTED AND AGREED that these covenants and agreements herein expressed shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators or assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names; in duplicate, this the 30th day of April, 1923.