

Myrtle A. Earns,  
H.A. Earns,  
R.A. Koons,  
Maude A. Koons;

STATE OF OKLAHOMA, }  
TULSA COUNTY, } SS.

Before me, the undersigned, a Notary Public within and for said County and State aforesaid, on this the 30th day of April 1923, personally appeared Myrtle A. Earns, and H. A. Earns, and R. A. Koons, and Maude A. Koons, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires March 31st, 1925. (SEAL) A. D. Blackard, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Oct. 23, 1923, at 10:30 o'clock A.M. and recorded in book 468, page 415

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

#242850 Ng.

C O N T R A C T .

THIS AGREEMENT, Made and entered into this the 5th day May, 1923; by and between Myrtle A. Earns, H. A. Earns, of Tulsa, Oklahoma, and L.D. Gwynne, Mrs. L. D. Gwynne, 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 Add. Addition to the City of Tulsa; and

WHEREAS, the said L.D. Gwynne is the owner of the following described real property, situate in TULSA COUNTY, STATE OF OKLAHOMA, to-wit;

Lot 8 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 the other party to this contract paid, cash in hand, the receipt of which is acknowledged each from the other, and the further consideration 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.