

right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

SEVENTH. Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 16th day of November 1923.

H. H. Mahler

Irene F. Mahler

STATE OF OKLAHOMA, }
Tulsa County. } ss.

Before me W. M. Hough a Notary Public in and for said County and State, on this 16th day of November, 1923, personally appeared H. H. Mahler and Irene F. Mahler, his wife, to me known to be the identical persons 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 above set forth.

My commission expires March 11, 1926. (Seal)

W. M. Hough, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 17, 1923, at 11:20 A. M. and recorded in Book 479, Page 442.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

244724 C.M.J.

COMPARED

WARRANTY DEED.

INTERNAL REVENUE
\$ 2.00

THIS INDENTURE, Made this 16th day of November 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 Ivyl W. Welton party of the second part. WITNESSETH:

That parties of the First Part, in consideration of the sum of One Dollar and other valuable considerations (\$1.00), and for the further considerations hereinafter set out, do hereby grant, bargain, sell, and convey unto the said party of the Second Part, her heirs and assigns, all the following described lands situated in Tulsa County, Oklahoma, to-wit:

Lot Twenty-seven (27) in Block Three (3) in Terwilleger Heights, an Addition to City of Tulsa, Okla. according to recorded plat thereof

As part of the consideration for this sale and conveyance, the parties hereto covenant as follows: The lands herein described shall not be used for other than residence purposes for a period of 15 years from this date, and no duplex house, flat or apartment house shall be erected thereon during said period; and that only one residence, except necessary out-buildings and servant's quarters, shall be erected on said premises; and that no residence shall be erected on said premises to cost less than Ten Thousand and no/100 Dollars (\$10,000.00) and all residences shall front the street on which the lot fronts, and no building or parts thereof, including porches, shall be erected on said premises within 25 feet of the property line adjoining any street on which said lot fronts; and no out-buildings shall be erected on said premises within 60 feet from the front of the lot or within -- feet of any side street; and that said premises shall never be conveyed to or occupied by persons of African descent, commonly known as negroes; provided, however, that this shall not prevent negroes