

from occupying servants quarters on said premises; and that no permanent structures shall be built upon the four (4) foot strip of ground hereinafter described as being subject to a public service, easement; and no billboards or other instruments of advertising shall ever be erected or located upon said premises and no residence shall be removed from other premises and permanently located on the lands herein described. This lot further restricted to a two-story residence.

COMPARED

These restrictions shall run to the lands and a violation thereof shall work a forfeiture of title in favor of First Parties; provided, however, that the forfeiture herein provided shall never be invoked and never become operative against any mortgagee in good faith, under any mortgage executed prior to the breach of such covenant, to the extent of said mortgagee's interest in and to the lands or premises hereby 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, subject, however, to the right and easement of the City of Tulsa and of public service corporations to construct and maintain sewer, water, gas, electric, and telephone lines upon a strip of ground not exceeding four (4) feet in width along the rear edge of said lands.

And the said Parties of the First Part and their heirs, executors, or administrators, do hereby covenant, promise, and agree to and with said Party of the Second Part, her heirs and assigns, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible state 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 unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of whatever kind and nature except building restrictions and easements herein referred to, and 1923 Taxes, and any special assessments which may accrue. and that they will warrant and forever defend the same unto the said party of the second part, her 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 due shall be paid by party of the Second Part.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands the day and year first above written.

C. H. Terwilleger

Mary A. Terwilleger

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of November, 1923, personally appeared C. H. Terwilleger and Mary A. Terwilleger 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.

My commission expires April 6, 1927. (Seal)

Joe Ann Lewellen, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 17, 1923, at 11:30 o'clock A.M. and recorded in Book 479, Page 443.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

244733 C.M.J.

ASSIGNMENT OF MORTGAGE.

COMPARED

For value, I hereby assign and transfer to R. L. Dunkler his heirs and assigns, the certain mortgage, dated August 1st, 1919 for \$300.00 made by T. E. Miller and Ada Miller, his wife, to Hopping & Evans (a co-partnership composed of J.S. Hopping & T.D. Evans)