

or nature, and hereby binds the beneficial owner of said premises, its successors or assigns, forever, to observe the covenants and agreements herein contained: PROVIDED HOWEVER, that this deed is made upon the express condition that the party of the second part, his heirs, successors or assigns, or any person or persons claiming under him, shall erect no building on the lot or lots hereby conveyed nearer than fifteen feet to the front property line thereof, and said property, or any part thereof, shall never be sold or rented to a person of African descent, commonly called negro, but the renting of servant's quarters by an owner or lessee to a negro employed by such owner or lessee as his servant shall not constitute a violation of this restriction and the further restriction that no building for residence purposes shall be erected on any lot hereby conveyed costing less than \$5000.00, including subsidiary buildings and improvements, neither shall the improvements erected on any lot hereby conveyed be used for other than residence purposes for a period of ten (10) years from and after the 30th day of April, 1921.

IN WITNESS WHEREOF said Exchange Trust Company as Trustee has hereunder caused its name to be subscribed by its Vice-President and its seal affixed hereto and the same to be attested by its Secretary, this the 19th day of December, 1923.

Attest:

E. W. Deputy
Assistant Secretary

(CORPORATE SEAL) EXCHANGE TRUST COMPANY

By H. L. Standeven
Vice President
TRUSTEE

STATE OF OKLAHOMA,)
TULSA COUNTY.) SS:

Before me, E. P. Jennings, a Notary Public in and for said County and State, on this 19th day of December, 1923, personally appeared H. L. Standeven, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, EXCHANGE TRUST COMPANY as such Trustee for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal of Office in said County and State the day and year last above written.

My Commission expires May 15, 1924 (SEAL) E. P. Jennings, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Mch 26, 1924 at 4:35 o'clock P. M. in Book 487, page 89

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

254382 C.J.

RELEASE OF MORTGAGE

COMPARED

WHEREAS, on the 15th day of August, 1923, E. G. Cunningham and Mattie A. Cunningham, his wife as mortgagors, made, executed and delivered to TULSA BUILDING & LOAN ASSOCIATION, a corporation, as mortgagee, a certain mortgage to secure the payment of an indebtedness in amount of \$1500.00 covering the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot 12, Block 4, Northmoreland addition to the city of Tulsa,
Okla, according to the Recorded Plat thereof,

which said mortgage is duly recorded in Book 447 of Mortgages on page 245 thereof, in the office of the County Clerk in and for Tulsa county, State of Oklahoma, and,

WHEREAS, the indebtedness secured by said mortgage has been paid in full;

NOW, THEREFORE, the undersigned TULSA BUILDING & LOAN ASSOCIATION, a corporation, mortgagee in the above described mortgage, does hereby discharge and release the premises