

there may be appropriate out-buildings, none of which shall be erected East of the West line of such dwelling house or houses; that neither the party of the second part, his heirs or assigns, will convey, lease or rent all, or any part, of the lands hereby conveyed, to any person of African descent, commonly known as negroes, (except such person be in the employ, as a servant, of the person owning a dwelling house thereon), and that neither the party of the second part, nor his heirs or assigns, shall maintain on said premises any cess-pool or other unsanitary matter.

COMPARED

PARTIES OF THE FIRST PART covenant and agree to and with the party of the second part, his heirs and assigns, that neither they, nor their heirs or assigns, for and during a period of twenty-five (25) years from and after this date, shall or will erect, or suffer to be erected, any building on that part of the South Half (S $\frac{1}{2}$) of Lot Five (5) of Section Twenty four (24), Township Nineteen (19) North, Range Twelve (12) East, Tulsa County, Oklahoma, owned by them, East of a line parallel with and Two Hundred Twenty-five (225) feet West from the East line of said Lot Five (5), except dwelling houses costing not less than Five Thousand Dollars (\$5,000.00), fronting East, no part of which dwelling houses shall be nearer than One Hundred Twenty-five (125) feet of the East line of said Lot Five (5), and except that for each such dwelling house so erected there may be appropriate out-buildings, none of which, however, shall be erected East of the West line of such dwelling house; that neither the parties of the first part nor their heirs or assigns, will convey, lease or rent any part of the lands owned by them as aforesaid, to any person of African descent, commonly known as negroes, (except such person be in the employ, as a servant, of the person owning a dwelling house thereon), and that neither the parties of the first part, nor their heirs or assigns, will maintain on said premises any cess-pool or unsanitary matter.

SIGNED AND DELIVERED this 16th day of May, 1924.

Miller Hammett

Adelaide E. Hammett

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

BEFORE me, a Notary Public within and for said County and State, on this 16th day of May, 1924, personally appeared A. MILLER HAMMETT AND ADELAIDE E. HAMMETT, 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 Notarial Seal the day and year last above written.

My Commission expires February 2, 1925 (SEAL) Mabel L. Young, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, May 20, 1924 at 2:40 o'clock P. M. in Book 486, page 181

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

258637 C.J.

REAL ESTATE MORTGAGE.

COMPARED

THIS INSTRUMENT WAS RECEIVED AND ISSUED
RECORDED IN BOOK 486 PAGE 181
MAY 20 1924
ROY LYNCH

THIS INDENTURE, made this 16th day of May, A. D., 1924, between ASA ROSE, of Tulsa County, State of Oklahoma, hereinafter called party of the first part, and A. MILLER HAMMETT, of Tulsa County, State of Oklahoma, hereinafter called party of the second part,

WITNESSETH,

That, SAID PARTY OF THE FIRST PART, in consideration of the sum of Fourteen Thousand Dollars (\$14,000.00), receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the follow-