

upon and from the expiration or termination, from any cause whatsoever, of the now existing oil and gas lease thereon the Grantee herein, and his assigns, shall be deemed the absolute owner, and have the full enjoyment, of the mineral rights above granted.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands this 28th day of April, 1924.

B. E. Capps

Hazel F. Capps

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS.

Before me, the undersigned, a Notary Public, in and for said County and State on this 28th day of April, 1924 personally appeared B. E. Capps and Hazel F. Capps, 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.

Given under my hand and seal the day and year last above written.

My commission expires March 1, 1927 (SEAL) A. B. Foster, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 23, 1924 at 1:30 o'clock P. M. in Book 488, page 251

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

258946 C.J. TRUSTEES DEED

KNOW ALL MEN BY THESE PRESENTS: That EXCHANGE TRUST COMPANY, a corporation, as Trustee, having its place of business in Tulsa county, State of Oklahoma, as party of the first part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does hereby grant, bargain, sell and convey unto R. C. Landfair & Emma Avant Landfair, his wife, of Tulsa as parties of the second part, the following described real estate and premises situated in Tulsa County, Oklahoma, to-wit:

Lot Seventeen (17) in Block One (1), City View Hill Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof;

together with all improvements thereon and appurtenances thereunto belonging; this contract, however, is subject to the following restrictions which constitute the substantial consideration for the execution hereof, and which it is agreed by and between the parties hereto, shall be and remain covenant running with the land and shall be binding upon the said parties of the second part, their heirs, assigns and legal representatives, to-wit:

(a) Said premises sold for residents' purposes only, and the minimum cost of any dwelling placed thereon, shall be \$4000.00 when completed, and no part of such dwelling shall be nearer the front line than twenty feet.

(b) It is expressly understood and agreed that this lot shall never be occupied by or sold to any person of African descent, commonly known as negro, except that the same may be occupied by such negroes only and while employed as a domestic or domestics by any person residing on said premises.

Said Trustee, on behalf of those owning the beneficial interest in said real estate at the time of the execution of this deed, as is shown in a certain Trust Agreement now of record in the office of the County Clerk, Ex-Officio Register of Deeds, of said County and State, dated the 15th day of November 1919, but not on behalf of itself, covenants and agrees with the party of the second part that the party of the first part at the time of delivery of these presents is seized of a good and indefeasible title and estate of inheritance in fee simple in and to said real estate and covenants that it is in peaceful and undisputed possession of said premises, with full right and power to convey the same by this instrument