

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.

488 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 estate 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 any special assessments which have or 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 26 day of December, 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 Dec. 4, 1927 (SEAL)

A. F. Jenkins, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 17, 1924 at 2:00 o'clock P. M.
in Book 488, page 526

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

260785 C.J.

MORTGAGE

COMPANY

TREASURER'S ENDORSEMENT
I hereby certify that I received \$10 and issued
No. 2313 therefor in payment of mortgage
dated this 18 day of June 1924
W. H. McKinley, County Treasurer

THIS INDENTURE Made this 16th day of June, in the year
of our Lord One Thousand Nine Hundred and Twenty Four,
between Charles V. Evans and Louise Evans, his wife,
of the County of Tulsa and State of Oklahoma, of the
first part, and H. H. Messimer, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum
of Five Hundred and no/100, DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the
said party of the second part, their heirs or assigns, forever, all that tract or parcel of
land situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit: