

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 to said party of the second part, and that the same are clear, free and discharged of and from all former and other grants, charges, taxes, judgments and other liens or encumbrances of whatsoever kind 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, provided further, 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 \$4000.00, including subsidiary buildings and improvements, neither shall the improvements erected on any lot hereby conveyed to 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 28th day of May, 1924.

EXCHANGE TRUST COMPANY, Trustee

ATTEST: E. W. Deputy, Assistant Secretary.
(Corp. Seal)

By H. L. Standeven, Vice-President

STATE OF OKLAHOMA)
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TULSA COUNTY)

Before me, E. P. Jennings, a Notary Public in and for said county and state, on this 28th day of May, 1924, 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, 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 14, 1928 (SEAL) E. P. Jennings, Notary Public.

Filed For Record in Tulsa County, Oklahoma August 4, 1924, at 4.30 P. M. in Book 489 P. 263

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

264511 DLE.

RELEASE OF MORTGAGE--Individual

IN CONSIDERATION OF the payment of the debt therein, I do hereby release Mortgage made by A. Scott and Elizabeth E. Scott, husband and wife to H. E. Hanna and which is recorded in Book 376 of Mortgages, page 499 of the records of Tulsa County, State of Oklahoma, covering The South Thirty-eight (38) feet of the East One Hundred ten (110) feet of Lot Eight (8) in Block Fourteen (14) of Cherokee Heights Addition to the City of Tulsa, in Tulsa County, Oklahoma, according to the recorded plat thereof

Witness my hand this first day of August, A.D. 1924.

H. E. Hanna

STATE OF OKLAHOMA, TULSA COUNTY, SS.

Before me R. L. Kifer a Notary Public in and for said County and State, on this first day of August, 1924, personally appeared H. E. Hanna to me known to be the identical