

not be considered as a breach of the conditions hereof. Any violation of the foregoing conditions and restriction by the party of the second part his heirs or assigns shall work a forfeiture, to all title in and to said lots, and that the above conditions and restrictions shall extend to and are hereby made obligatory upon party of the second part, his heirs and assigns forever, together with all and singular, the hereditaments and appurtenances thereunto belonging, and the title thereupon reinvest in parties of the first part, their heirs or representatives; provided, however, that the forfeiture herein provided shall never be invoked and never become operative against any corporation, partnership or individual who has become a mortgagee in good faith, prior to the breach of the foregoing covenants, to the extent of said mortgagee's interest in and to the land or premises herein conveyed.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements and appurtenances thereto belonging or in anywise appertaining forever.

And the said John W. Perryman, Clarissa Richards and B. P. Richards, her husband, their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part at the deliver 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, the above granted and described premises, with appurtenances; that the same are free, and discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT a coal lease dated August 11th, 1913, to Hickory Coal & Mining Company, and that they will WARRANT AND FOREVER DEFEND the same unto said party of the second part, his heirs and assigns, said parties of the first part, their heirs and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

John W. Perryman,  
Clarissa Richards,  
B. P. Richards,  
By Fletcher H. Pratt,  
Attorney-in-fact

#### ACKNOWLEDGMENT.

STATE OF OKLAHOMA, )  
County of Tulsa. ) ss.

Before me, C. P. Monroy a Notary Public, in and for said State and County, on this 23 day of Aug. A.D. 1921, personally appeared Fletcher H. Pratt, to me known to be the identical person who executed the within and foregoing instrument as attorney in fact of John W. Perryman, Clarissa Richards, and B. P. Richards, 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 John W. Perryman, Clarissa Richards and B. P. Richards, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My commission expires Oct. 16-1924. (Seal)

C. P. Monroy, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 2, 1925, at 8:00 o'clock A.M. and recorded in Book 490, Page 493.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

275395 C.M.J.

#### ASSIGNMENT OF MORTGAGE.

FOR VALUE RECEIVED, We do hereby sell, assign, transfer, set over and convey unto E. L. Riley of Wagoner, Oklahoma, heirs and assigns, that certain mortgage and the debt thereby secured, said mortgage bearing date of October third, 1924, executed by W. C. Cherry and Della Cherry, his wife, of Tulsa, Oklahoma, to E. L. Kirby and T. M. Markley of Wagoner,