

vioced 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.

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, his heirs and assigns, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible state 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 1924 taxes, and any unmatured special assessments, and that they will warrant and forever defend the same unto the said Party of the Second Part, his 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,)
O SS.
TULSA COUNTY.)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of August 1924, 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. R. Jenkins, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 27, 1924 at 3:00 o'clock P. M. in Book 494, page 303

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

266208 C.J.

WARRANTY DEED

THIS INDENTURE, Made this 28th day of May, A. D. 1923, between C. H. TERWILLEGGER and MARY A. TERWILLEGGER, his wife, of Tulsa County, State of Oklahoma, parties of the First Part, and William Hendrick Party of the Second Part,

WITNESSETH:

That Parties of the first part, in consideration of the sum of One Dollar and other valuable consideration --- Dollars (\$1.00), and for the further considerations hereinafter set out, do hereby grant, bargain, sell, and convey unto the said Party of the Second Part, his heirs and assigns, all the following described lands situated in Tulsa County, Oklahoma, to-wit:

Lot Twenty four (24) Block Four (4) in Terwilleger Heights an addition