

with the party of the second part that said Trustee at the time of the 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 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, 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 \$4,000.00 including subsidiary buildings and improvements, neither shall the improvements erected on any lot hereby conveyed 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 29th day of August, 1924.

(Corporate Seal) Attest: E. W. Deputy,
Assistant Secretary.

EXCHANGE TRUST COMPANY, TRUSTEE,
By H. L. Standeven, Vice-President.

STATE OF OKLAHOMA,)
TULSA COUNTY.) SS.

Before me, E. P. Jennings, a Notary Public in and for said County and State, on this 29th day of August, 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.
(Seal) E. P. Jennings, Notary Public.

My Commission expires May 14, 1928.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 3, 1924 at 4:45 P. M. o'clock
recorded in book 496, page 412. (Seal) O. G. Weaver, County Clerk,
By Brady Brown, Deputy.

268782-CW.

M O R T G A G E.

THIS MORTGAGE, made this the 30th day of September, 1924 by and between W. F. Phillips and Minnie A. Phillips, his wife of Tulsa County, State of Oklahoma, parties of the first part and THE PONCA CITY BUILDING AND LOAN COMPANY, of Ponca City, Oklahoma, a corporation organized and doing business under the laws of the State of Oklahoma, party of the second part.

WITNESSETH, That parties of the first part do hereby mortgage to party of the second part, its successors and assigns, the following described real estate located in Tulsa County, State of Oklahoma, to-wit: Lot One (1), in Block Twenty-seven (27), of Phillips Re-subdivision of Irving Place Addition to the City of Tulsa,