

to foreclose this Mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments, or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

Witness our hands this 8th day of December 1924.

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) SS.

C. O. Higgins
Laura Higgins.

Before me, Art Stanton a Notary Public, in and for said County and State, on this 8th day of December, 1924, personally appeared C. O. Higgins and Laura Higgins, 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. IN WITNESS WHEREOF I have hereunto set my official signature and affixed my notarial seal the day and year last above written.
My commission expires Feby 21, 1927.

(Seal) Art Stanton, Notary Public.

Filed for record in Tulsa County, Tulsa County, Oklahoma on December 8th, 1924 at 4:30 P. M.
Recorded in Book 499, Page 360.
By Brady Brown, Deputy.

(Seal) O. G. Weaver, County Clerk.

#273752-CW.

WARRANTY DEED.

INTERNAL REVENUE
\$ 2.00
Cancelled

THIS INDENTURE, Made this 15th day of November A. D. 1924, between C. H. Terwilleger and Mary A. Terwilleger, his wife, of Tulsa County, State of Oklahoma, Parties of the First Part, and H. E. Hanna Party of the second part.

WITNESSETH: That parties of the first part, in consideration of the sum of One Dollar (1.00) and other good and valuable considerations-- 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 Fifteen (15) in Block Six (6) in Terwilleger Heights, an Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

As part of the consideration for this sale and conveyance, the parties hereto covenant as follows: The lands herein described shall not be used for other than residence purposes for a period of 15 years from this date, and no duplex house, flat, or apartment house shall be erected thereon, during said period; and that only one residence, except necessary out-buildings and servants quarters, shall be erected on said premises; and that no residence shall be erected on said premises to cost less than Seventy-Five hundred Dollars (\$7500.00) and all residences shall front the street on which the lot fronts, and no building or parts thereof, including porches, shall be erected on said premises within 30 feet of the property line adjoining any street on which said lot fronts; and no out-buildings shall be erected on said premises within 70 feet from the front of the lot or within feet of any side street; and that said premises shall never be conveyed to or occupied by persons of African descent, commonly known as negroes; provided, however, that this shall not prevent negroes from occupying servants, quarters on said premises; and that no permanent structures shall be built upon the Four (4) foot strip of ground hereinafter described as being subject to a public service easement; and no billboards or other instruments of advertising shall ever be erected or located upon said premises and no residence shall be moved from other premises and permanently located on the lands herein described.

COMPARED BY
J. S. and
J. S.