

These restrictions shall run to the lands and a violation thereof shall work a forfeiture of title in favor of First Parties; provided, however, that the forfeiture herein provided 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, estate, judgments, taxes, assessments, and encumbrances of whatever kind and nature except building restriction 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, }
TULSA COUNTY. } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of November, 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. F. Jenkins, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Dec. 8th, 1924 at 4:30 P. M. o'clock recorded in Book 499, page 362.
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk,

#273764-CW.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2500.00 and issue Receipt No. 17713 therefor in payment of mortgage tax on the within mortgage.

Dated this 9 day of Dec 1924

W. W. Stuckey, County Treasurer

Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Henry E. Thede and Blanche Thede, husband and wife, of Tulsa County, State of Oklahoma, mortgagor, whether one or more, for and in consideration of the sum of Twenty five hundred (\$2500.00) Dollars, the receipt of which is hereby acknowledged, does hereby mortgage to the STATE SAVINGS AND LOAN ASSOCIATION, of Nowata, Oklahoma, a corporation duly organized and doing business under the laws of the State of Oklahoma, mortgagee, the following described real estate and premises, situated in the City, or town, of Tulsa County, Tulsa, State of Oklahoma, to-wit: