

ABSTRACT OF DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the real property heretofore surveyed and platted as an addition, being a part of:

The Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Five, (5), Township Twenty-Six North (26N), Range ~~Thirteen~~ East (13E), Washington County, Oklahoma,

has been subdivided into roads, blocks, lots and streets, the exact description of said addition being shown by the plat on file in plat envelope No. 241, in the office of the County Clerk of Washington County, Oklahoma.

NOW THEREFORE, William H. Phillips and Grace H. Phillips, husband and wife, being the owners of the real estate described in said plat, in order to assure the proper use of said property described therein and owned by them, do hereby impress upon and attach to said land therein described the following restrictions and conditions, to-wit:

1. There may be erected upon the lots in this addition commercial and residential buildings, and such garages as may be necessary to accomodate the occupants of the buildings.
2. No building shall be erected closer to any street than the set back line as indicated on the plat heretofore filed.
3. No building shall be moved from any other location to any lot in the addition hereinabove described.
4. No noxious or offensive enterprize shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside toilets shall be permitted to be kept or built upon any lot in this addition.
5. No cattle, swine, chickens or other livestock shall be permitted to be kept upon any lot.
6. All of the restrictions above set out shall be binding upon the purchaser of any lot described in said plat and upon his or her respective heirs, successors and assigns, and shall continue until January 1, 1979, at which time said restrictions shall be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the lots it is agreed to change said restrictions in whole or in part.
7. Any validation of any one of these covenants by a judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The restrictions and covenants herein contained shall be annexed to and run with the land, and the grantors herein, or any owner of any part of the land described shall have the right to enforce said restrictions in any court of competent jurisdiction either by suit or injunction to prevent the violation of such restrictions or to recover damages for the violation of such restrictions.

Dated this 5th day of August, 1954.

William H Phillips
Grace H Phillips

For so long as any of the indebtedness by this mortgage secured shall remain outstanding and unpaid, the Mortgagors agree to keep the property hereby mortgaged and all improvements thereon in good condition and repair, and not to commit or suffer to be committed any waste on or about said premises; and Mortgagors further agree to pay any and all debts or claims that may or might become liens upon or charges against said property covered hereby, and not to permit any lien to accrue or remain on said property and premises or any part thereof or any improvements thereon. Any failure on the part of the Mortgagors to keep and observe this paragraph, or any part, provision or covenant hereof, shall entitle the Mortgagee to declare the unpaid balance of the mortgage debt, and the interest thereon, immediately due and payable, and to immediately foreclose this mortgage.

MORTGAGORS AGREE to pay all expenses of collection of the indebtedness secured hereby, including an attorney's fee of ten per cent of the unpaid balance on foreclosure of this mortgage or if the said note is handed to an attorney for collection after default, and as often as foreclosure proceedings shall be instituted hereon by Mortgagee, or as often as said note shall be placed in the hands of an attorney for collection after default, together with all expenses and costs incident to any such foreclosure or collection, including abstract fees, and which attorney's fee and incidental expenses this mortgage also secures.

NOW, if said Mortgagors shall pay or cause to be paid to Mortgagee, its successors or assigns, said sum or sums of money in the above described note mentioned, together with all interest thereon, according to the terms and tenor of said note and of this mortgage, and shall pay all premiums on insurance covering the buildings located on said premises as they become due, and shall pay all taxes and assessments which may be levied or assessed against said premises or which may become a lien thereon, as and when the same are by law made due and payable, and shall keep and observe all of the terms and conditions of this mortgage and the note secured hereby, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect; but if said sum or sums of money, or any part thereof, or any interest thereon, or any premium on insurance covering said premises, or any taxes or assessments which are or may become a lien upon said premises are not paid when the same are by law or by the terms hereof or by the terms of said note made due and payable, or upon the breach of any term or condition of said note or of this mortgage, then the whole of said sum or sums and the entire unpaid balance of said indebtedness, and the interest thereon shall, at the option of the holder hereof, become immediately due and payable, and the holder of said note and this mortgage shall be entitled to the immediate possession of said premises and to foreclose this mortgage.

MORTGAGORS FURTHER AGREE that, in event of foreclosure of this mortgage, the real property and premises hereinabove described may be sold either with or without appraisalment, at the option of the Mortgagee, its successors or assigns.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands the day and year first above written.

Betty Hughes

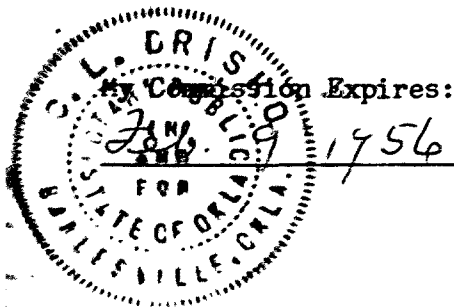
STATE OF OKLAHOMA)
) SS
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of August, 1954, personally appeared Betty Hughes, a single woman,

to me known to be the identical person__ who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

E. L. Saxe

Notary Public



STATE OF OKLAHOMA)
) ss
COUNTY OF WASHINGTON)

Before me, The Undersigned, a Notary Public in and for said County and State aforesaid, on this 5th day of AUGUST, 1954, personally appeared William H. Phillips and Grace H. Phillips, 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.

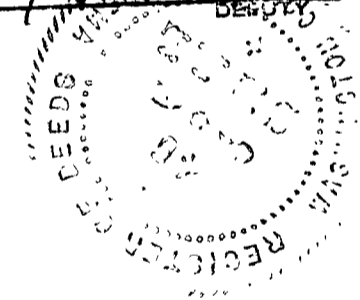
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



My Commission Expires: June 10, 1955

Kate Evans
Notary Public.

STATE OF OKLAHOMA } ss
Washington County }
This instrument was filed for record
AUG 11 1954 P
at 345
CLYDE V. B... Deputy Clerk



VACATION OF PORTION OF PLAT

STATE OF OKLAHOMA)
Washington County) ss.

STATE OF OKLAHOMA }
Washington County }
This Instrum }
JAN 19 1962
155 P
C. E. C. Clerk
BY: Garrison

KNOW ALL MEN BY THESE PRESENTS: That the undersigned being the owners of all lots in the Phillips Addition, being a part of the Northeast One-half (NE 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Five (5), Township 26 North, Range 13 East, Washington County, State of Oklahoma, included and embraced in the plat, dedication and restrictions of said addition filed in the Office of the County Clerk of Washington County, Oklahoma, do hereby for One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, revoke, cancel, annul, and forever vacate that portion which provides that "No building shall be erected closer to any street than the set back line as indicated on the plat heretofore filed."

Witness our hands this 2nd day of January, 1962.

Fred F. Brown
Fred F. Brown

Lot(s) 1 & 2 of Block One and
Lot(s) 1,2,3,4,5 & 6 of Block
Two of Phillips Addition,
Washington County, State of Oklahoma.

Dorothy Gohn Brown
Dorothy Gohn Brown

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of January, 1962, personally appeared Fred F. Brown and Dorothy Gohn Brown, 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.

Witness my hand and official seal the day and year above written.

Garrison, Notary Public.

My commission expires: 3 February 1965.

Orville Myers
Orville Myers

Lot Three (3), Block One (1),
Phillips Addition, Washington
County, State of Oklahoma.

Gale Myers
Gale Myers

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of January, 1962, personally appeared Orville Myers and Gale Myers, husband and 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.

Witness my hand and official seal the day and year above written.

Paul F. Jones, Notary Public.

My commission expires: December 7, 1962.

STATE OF OKLAHOMA }
Washington County }
Notary Public
Paul F. Jones