

COMMITMENT FOR TITLE INSURANCE

Issued By

OLD REPUBLIC TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *Old Republic Title Insurance Company*, a(n) Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: Tamie Semler
Issuing Office: Secure Title & Escrow, LLC
Issuing Office's ALTA® Registry ID:
Commitment No.: CF#1707
Issuing Office File No.: CF#1707
Property Address: 3523 S. Knoxville Ave., Tulsa, OK 74135

SCHEDULE A

1. Commitment Date: August 3, 2021 at 07:59 AM

2. Policy to be issued:

- a. ALTA Owners Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: TBD

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

BOKF, NA Successor Trustee of The Robert W. Emanuel and Byrdie L. Emanuel Revocable Trust dated November 13, 1998

5. The Land is described as follows:

Lot Six (6), Block Three (3), EISENHOWER ADDITION EXTENDED, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SECURE TITLE & ESCROW, LLC
Authorized Signatory

By: 
Tamie M. Semler, TIL #100189741

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This "title protection document" is issued to the insured(s) named herein. It is not to be relied upon by any other person or entity. No protection is provided to any other person or entity. Payment of Premium must be received by the Company.
6. Submit proof of the payment to, or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
7. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - a. A Warranty Deed must be properly executed and recorded from BOKF, NA, Successor Trustee of The Robert W. Emanuel and Byrdie L. Emanuel Revocable Trust dated November 13, 1998, to the proposed mortgagor/purchaser(s) in the manner in which they wish to take ownership.
8. 2020 Ad Valorem taxes are paid.
9. Obtain and record an Affidavit that the Estate of Byrdie L. Emanuel is not of sufficient size to require the filing of a federal estate tax return.
10. Obtain and record an Affidavit of Surviving Joint Tenant to terminate the tenancy of Robert H. Gish, established in deed filed November 7, 1952 and recorded in Book 2334, Page 589.
11. UCC Chattel/Fixture lien search indicating there are no effective financing statements against the property.

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12. Execution and acknowledgment of Old Republic National Title Insurance Company Purchaser/Borrower Affidavit and Seller/Owner Affidavit containing no exceptions objectionable to the Company.
13. Provide the examiner with satisfactory current survey of the insured property made in accordance with 2021 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards) including, but not limited to, items 1, 2, 4, 7, 8, 9, 10, 11 and 16, as set forth in Table A of the Survey Standards. Upon examination, further requirements may follow. If no survey is provided, the Policy will contain a general survey exception.

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SCHEDULE B, PART II**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements which are not shown by the public record.
4. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
6. Any and all interest in and to all of the water in, under or on the land and all rights pertaining thereto.
7. All interest in and to all oil, gas, coal, hydrocarbons and non-hydrocarbons, metallic and non-metallic ores and minerals, and other similar or dissimilar minerals in and under or that may be produced from the insured premises, and all rights, interest, and estates of whatever nature incident to or growing out of said minerals.
8. Instruments which may have been filed under the Uniform Commercial Code.
9. Ad Valorem taxes for 2021 and subsequent years not yet due and payable.
10. Covenants, conditions, restrictions, and building setback lines and easements as created by the Plat No. 1750 and Owner's Certificate of Dedication and Bill of Assurance of EISENHOWER ADDITION

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EXTENDED, filed August 29, 1952 and recorded as Document No. 111856; and Correction of Owner's Certificate of Dedication and Bill of Assurance, filed January 30, 1953 and recorded in Book 2354, Page 243. No reversion or forfeiture provisions are included therein. Restrictions indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 U.S.C. 3604(c).

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Mailing Address: 6710 E. 75th Court Tulsa, OK 74133

Corrected Quit-Claim Deed

THIS INDENTURE, made this ____ day of May, 2018, between BYRDIE L. EMANUEL, A SINGLE PERSON,, party of the first, and BYRDIE L. EMANUEL, TRUSTEE OF THE ROBERT W. EMANUEL AND BYRDIE L. EMANUEL REVOCABLE TRUST, party of the second part

WITNESSETH, That said party of the first part, in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) to her duly paid, the receipt whereof is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey to BYRDIE L. EMANUEL, TRUSTEE OF THE ROBERT W. EMANUEL AND BYRDIE L. EMANUEL REVOCABLE TRUST, and to her assigns and successors forever, all her right, title, interest and estate, both at law and in equity, in and to the following described real estate, situated in Tulsa County, State of Oklahoma, to-wit:


Lot Six (6), Block Three (3), Eisenhower Addition Extended, an addition to the City of Tulsa, Tulsa County, State of Oklahoma, According to the recorded plat thereof a/k/a, 3523 S. Knoxville Ave., Tulsa, OK 74135.

No documentary stamps necessary 68 O.S. § 3202(3)

Together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, her heirs, assigns and successors forever. The purpose of this deed is to correct the name of the Addition to be the Eisenhower Addition Extended and not merely the Eisenhower Addition as reflected on the deed recorded as document no. 2018026635.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand the day and year above written.


BYRDIE L. EMANUEL, A SINGLE PERSON,

STATE OF OKLAHOMA

COUNTY OF TULSA

} ss

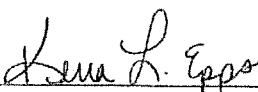
(Individual Acknowledgement)

Before me, a Notary Public in and for said State, on this ____ day of May, 2018, personally appeared BYRDIE L. EMANUEL, A SINGLE PERSON, 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.

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

My commission expires:




Notary Public

0121

Tulsa County Clerk - Michael Willis

Doc # 2020097289 Page(s): 7 Recorded 10/06/2020 02:15:55 PM

Receipt # 20-62764 Fees: \$30.00



After recording return to:
BOKF, NA
Attn: Real Property Services-Emanuel Trust
P.O. Box 24128
Oklahoma City, OK 73124

MEMORANDUM OF TRUST
(The ROBERT W. EMANUEL and BYRDIE L. EMANUEL
REVOCABLE TRUST)

THIS MEMORANDUM OF TRUST is executed this 2nd day of October, 2020, by BOKF, NA dba Bank of Oklahoma, Successor Trustee of the above-referenced trust pursuant to the provisions and requirements of 60 O.S. § 175.6a.

1. DECLARATION OF TRUST. On November 13, 1998, ROBERT W. EMANUEL and BYRDIE L. EMANUEL, as Settlers and ROBERT W. EMANUEL and BYRDIE L. EMANUEL, as Co-Trustees, executed that certain Revocable Trust Agreement known as the ROBERT W. EMANUEL and BYRDIE L. EMANUEL REVOCABLE TRUST ("Trust").

2. NAME OF THE TRUST. For purposes of conveyances of real property, the trustee is authorized to acquire or convey title to real property comprising the Trust under the name the "ROBERT W. EMANUEL and BYRDIE L. EMANUEL REVOCABLE TRUST".

3. TRUST RES. The Trust currently contains certain parcels of real property in Tulsa County, State of Oklahoma, described as follows:

Lot Nineteen (19), Block Five (5), VALLEY SOUTH ADDITION,
to the City of Tulsa, Tulsa County, State of Oklahoma;

AND

Lot Six (6), Block Three (3), Eisenhower Addition Extended, an
addition to the City of Tulsa, Tulsa County, State of Oklahoma,
According to the recorded plat thereof a/k/a, 3523 S. Knoxville Ave.,
Tulsa, OK 74135

(Collectively referred to herein as "Property")

4. TRUSTEES AND SUCCESSOR TRUSTEES. The original Trustees of the Trust were ROBERT W. EMANUEL ("ROBERT") and BYRDIE L. EMANUEL ("BYRDIE"), ROBERT died on May 13, 2006, as reflected on a copy of his death certificate, marked as Exhibit "A", attached

hereto and made a part hereof. Pursuant to ARTICLE VII, upon the death of ROBERT, then BYRDIE continued to serve as sole Trustee of the Trust. BYRDIE died on April 23, 2020, as reflected on a copy of her death certificate, marked as Exhibit "B", attached hereto and made a part hereof. Pursuant to ARTICLE VII of the Trust, upon the death of BYRDIE, Bank of Oklahoma, N.A. ("BOK") became the Successor Trustee. BOK accepted its appointment as Successor Trustee of the Trust on June 24, 2020, as reflected by BOK's Acceptance of Appointment marked Exhibit "C", attached hereto and made a part hereof. As of the date hereof, BOKF, NA dba Bank of Oklahoma whose mailing address is ATTN: Real Property Services - Emanuel Trust, P.O. Box 24128, Oklahoma City, Oklahoma 73124 is the sole Successor Trustee of the Trust.

5. TRUSTEE POWERS. Upon the death of ROBERT and BYRDIE, Article II, Paragraph (B) of the Trust authorizes the Trustee "... to sell all or any of the assets ...". ARTICLE III of the Trust provides the Trustee upon the sale of Trust property has all the powers and duties set forth in "... the Oklahoma Trust Act now in force (60 Okla. Statutes Annotated, Section 175.1 et seq.) ...". Oklahoma Statutes Title 60, Section 175.24(8) authorizes the Trustee, "... to execute any deed ~~or~~ other instrument ... incident to purposes of such trust,".

6. THIRD PARTY RELIANCE. For any transaction between trustees and a third party relating to any real property of the Trust, such third party, including any title insurer issuing a policy of title insurance in respect thereto, shall be entitled to rely on this Memorandum of Trust unless an amendment or termination hereof has been filed of record, and such third party shall have no duty or obligation to make any further inquiry concerning the actual and apparent authority of trustees.

EXECUTED the date and year first stated hereinabove.

BOKF, NA, dba Bank of Oklahoma, Successor
Trustee of the ROBERT W. EMANUEL and
BYRDIE L. EMANUEL REVOCABLE TRUST

By: 

Garet Thompson, Vice President and
Trust Officer

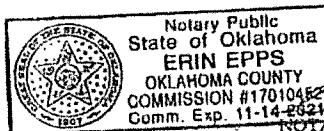
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, Erin Epps, a Notary Public in and for said State,
on this 2 day of October, 2020, personally appeared Garett Thompson, as Vice-President
and Trust Officer of BOKF, NA dba Bank of Oklahoma, as Successor Trustee of the ROBERT W.
EMANUEL and BYRDIE L. EMANUEL REVOCABLE TRUST, to me known to be the identical
person who executed the within and foregoing instrument, and acknowledged to me that he executed
the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

[SEAL]



My Commission Expires:

11-14-2021

NOTARY PUBLIC
Commission No. 17010452

#50

JUN 14 2018

STATE OF OKLAHOMA
CERTIFICATE OF DEATH

[illegible][illegible]

MAY 26, 2006

EXHIBIT

0140

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STATE OF OKLAHOMA
CERTIFICATE OF DEATH

STATE/FID NUMBER 2020-012696

1. DECEASED'S NAME (Last, First, Middle Initial) BYRDIE LEE EMMANUEL

2. LAST NAME PRIOR TO FIRST MARRIAGE GISH

3. SEX FEMALE

4. SOCIAL SECURITY NUMBER 141-11-4400

5. CIVILIAN US Armed Forces 74

6. US CIVILIAN YEAR

7. US CIVILIAN DAY

8. DATE OF BIRTH (month/year) DECEMBER 25, 1949

9. US CIVILIAN MONTH

10. US CIVILIAN YEAR

11. US CIVILIAN DAY

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This is a true and correct copy of the official record on file in the Office of Vital Statistics, Oklahoma City, Oklahoma, certified on the date stamped.



Kelly M. Baker

Kelly M. Baker
State Registrar
Office of Vital Statistics
Department of Health

is in violation of Oklahoma Statutes, Title 63, Section 1-324.1, to "prepare or issue any certificate which purports to be original, certified copy or copy of a certificate of birth, death or stillbirth, except as authorized in this act or rules and regulations adopted under this act."

CERTIFIED COPIES WILL BE PRODUCED ON MULTI-COLOR SECURITY PAPER.

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW.

WARNING:

THIS DOCUMENT IS PRINTED ON SECURITY WATERMARKED PAPER AND CONTAINS SECURITY FIBER.
DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK.
THE DOCUMENT PAGE CONTAINS A SECURITY BACKGROUND. THE BACK CONTAINS SPECIAL UNITS WITH
TEXT, EMBOSSED SEAL AND THERMOFORMING LUX.

THE ROBERT W. EMANUEL AND BYRDIE L EMANUEL IRREVOCABLE TRUST
dated NOVEMBER 13, 1998

ACCEPTANCE OF APPOINTMENT

BOKF NA DBA Bank of Oklahoma, hereby accepts appointment as successor Trustee of
THE ROBERT W. EMANUEL AND BYRDIE L EMANUEL IRREVOCABLE TRUST dated
NOVEMBER 13, 1998

Bank of Oklahoma

By: Jani Cobb SVP, Trust Officer BOK
Its. Senior Vice President and Trust Officer

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.



The foregoing instrument was acknowledged before me this 24 day of June,
2020, by Jani Cobb, Senior Vice President and Trust Officer of Bank of
Oklahoma.

[SEAL]

Alvita Garrison
Notary Public

9-23-23
My commission expires



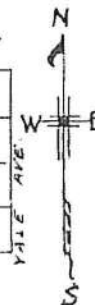
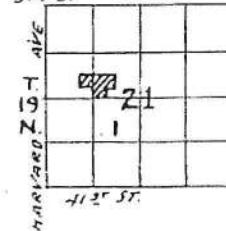
EISENHOWER ADDITION EXTENDED

A RESUBDIVISION OF LOTS 35, 36, 37, 45 AND
THE NORTHERLY 180 FEET OF LOT 46

ALBERT PIKE SUBDIVISION IN
TULSA COUNTY, OKLA.

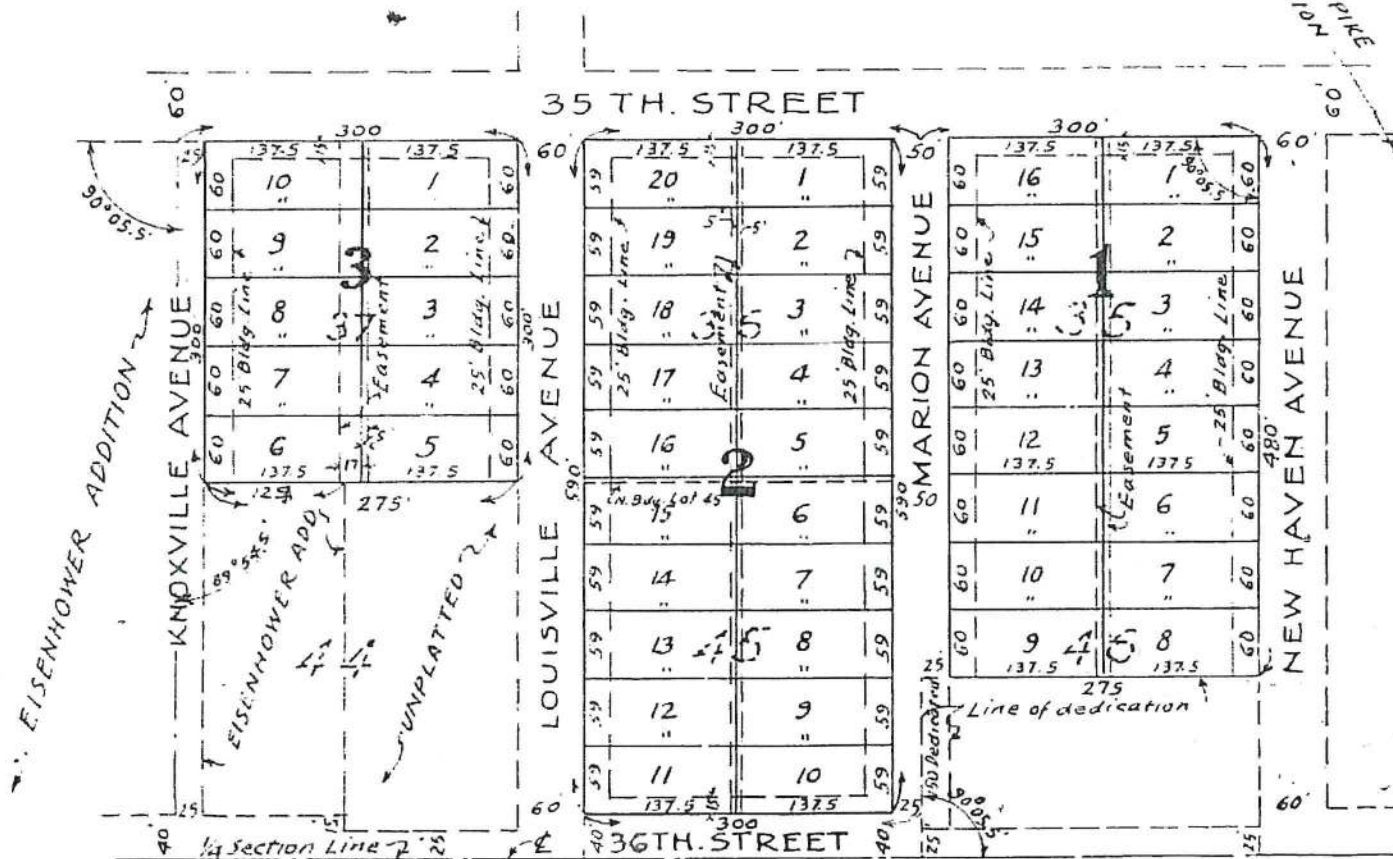
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LOCATION MAP
31° 15' ST. R. 13 E.



EXCEPTION # 10

ALBERT PIKE
SUBDIVISION



0002

PHONE
62557

PLAT BOOK, CITY OF TULSA & VICINITY
COMPILED BY A.T.C. THORNE, ARCHITECT

PLAT NO. 1750, FILED 8/29/52
RECORD NO. 111,856

No. 111856

PLAT #1750

Dated: Aug. 26, 1952

Filed: Aug. 29, 1952 at 3:12 PM

In the office of the County
Clerk, within and for Tulsa
County, State of Oklahoma

EISENHOWER ADDITION EXTENDED, a resubdivision of
lots 35, 36, 37, 45 and the northerly 180 feet of
lot 46 ALBERT PIKE SUBDIVISION in Tulsa County,
Oklahoma, Joe B. Hardy-Owner

OWNER'S CERTIFICATE OF DEDICATION AND BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS: That Joe B. Hardy and Mary E. Hardy,
husband and wife, are the owners of:

a resubdivision of lots 35, 36, 37, 45 and the northerly
180 feet of lot 46 Albert Pike Subdivision of Tulsa County,
State of Oklahoma, according to the recorded plat thereof;
and

That they have caused the same to be surveyed, staked and platted into
lots, blocks and streets, designating the same as Eisenhower Addition
Extended, an Addition to the City of Tulsa, Tulsa County, Oklahoma, which
plat is attached hereto and made a part hereof.

Whereas, the above named owners being desirous of maintaining conformity
in the improvements and providing protection for the future owners in the
above named addition, and further providing for necessary street and
other conveniences do hereby dedicate for the public use all of the
streets and alleys as shown on said plat and impose the following re-
strictive covenants for the mutual benefit of themselves and their
successors in title to all or any portion of said tract, herein referred
to as lots, and create easements as hereinafter described to which it
shall be incumbent upon them or their successors to adhere and observe
as follows, to-wit:

(A) All lots in this tract shall be known and described as and used
solely for residential lots.

(B) No structure shall be erected, altered, placed or permitted to
remain on any of said residential lots other than a one single family
dwelling not to exceed one story in height, with a private attached
garage for not more than two cars.

-continued-

No. 111856 -2-

(C) The ground floor area of the main residential structure of any dwelling, exclusive of open porches and garages, shall not be less than 850 square feet.

(D) No trailer, tent, shack, garage, barn or other outbuildings erected in the tract shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence. No structure previously used shall be moved onto any lot.

(E) No building shall be erected or located nearer to the front lot line or nearer to the side lot line, of residential lots, than the building set back lines shown on the recorded plat. No residential building shall be located so that the exterior wall shall be nearer than five (5) feet to any side lot line.

(F) No fences, whether ornamental or otherwise, shall be erected nearer to the front lot line than the building line shown on the plat nor in any event shall a fence extend beyond the front line of the building.

(G) No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(H) Trash, garbage or other waste shall not be kept on any lot except in covered sanitary containers and no garbage may be burned or buried upon the premises.

(I) No live animals, livestock or poultry of any kind may be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

Now therefore, these covenants hereinabove set forth are to run with the land and shall be binding on all parties hereto and persons claiming under them for a period of twenty five (25) years from this date at which time said covenants and restrictions shall terminate unless by a vote of the majority of the then recorded owners of lots it is agreed to extend or re-impose said restrictions in whole or in part. If the parties hereto or any of them or their assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or any subdivision thereof to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidity of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Continued-

No. 111856 -3-

EASEMENT GRANT

A perpetual easement is reserved as shown on the plat for utility installations and maintenance and for the installation of storm and sanitary sewers, as shown on the plat and designated Easement. These easements are reserved for the use of the public. The owners further reserve the right of ingress and egress to all easements for the purpose of constructing, maintaining, operating, removing and replacing any and all public utilities including storm and sanitary sewers, power lines and electric lines and transformers, gas line and all fittings and equipment necessary for the use in connection with said utilities to be used in said addition and for the benefit of neighboring additions.

Dated this 26th day of Aug. 1952.

JOE E. HARDY
MARY E. HARDY

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

Before me a Notary Public in and for said County and State on this 26th day of Aug. 1952, personally appeared Joe E. Hardy and Mary E. Hardy, 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.

Given under my hand and seal of office the day and year last above written.

Roy L. Sherrow
Notary Public

(SEAL)

My com. exp: Oct. 3, 1952.

CERTIFICATE OF SURVEY

The undersigned Registered Professional Engineers and Surveyors hereby certify that we have carefully and accurately surveyed, subdivided, staked and platted the tract of land described above into lots, blocks, streets, and alleys and that the above plat designated as Eisenhower Addition Extended, an Addition to the City of Tulsa, Tulsa County, Oklahoma, is a true representation of said survey.

Dated at Tulsa, Oklahoma, this 20th day of Aug. 1952.

--continued--

No. 111856 -4-

OWEN, MANSUR & STEELE
By R. W. Steele
a member of said firm

(SEAL)

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

Before me the undersigned, a Notary Public, in and for said County and State on this 20th day of Aug. 1952, personally appeared R. W. Steele, to me known to be the identical person who subscribed the name of Owen, Mansur & Steele, a co-partnership, to the foregoing certificate as a member of said firm 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 such co-partnership, for the uses and purposes therein set forth.

Bettye J. Tracy
Notary Public

(SEAL)

My com. exp:
May 29, 1956.

CERTIFICATE

Pursuant to S.B. 113, O.S.L. 1951 I hereby certify that as to all real estate involved in this plat all taxes have been paid as reflected by the current tax rolls and security have been provided for 1952, taxes not as yet certificate to me.

Date 8-29-52

H. G. CHAPMAN, County Treasurer of Tulsa County, Oklahoma.

Examined and approved by the Plats Committee, Roy L. Sherrow, Wm. R. Hooten, City Planning Commission.

APPROVED CITY PLANNING COMMISSION of the City of Tulsa, Oklahoma, in accordance with the provisions of 11 O.S.A. 1463 this 18th day of June, 1952, R. L. Langenheim, Chairman of City Planning Commission of Tulsa, Oklahoma, Attest: Roy L. Sherrow, Asst. Secretary

Final Plat, Action taken: Approved, Date: Aug. 20, 1952
Tulsa County Planning Commission, Tulsa, Oklahoma
by Ben H. Crowley, Chairman
Attest: Ed Dubie, Secretary

This approval is void if this final plat is not filed in the office of the County Clerk within 30 days after this date.

No. 128437
CORRECTION OF OWNERS'
CERTIFICATE OF DEDICATION
AND BILL OF ASSURANCE

Dated: Jan. 29, 1953
Filed: Jan. 30, 1953 at 3:45 P.M.
In the office of the County Clerk
Within and for Tulsa County,
State of Oklahoma
Recorded in Book 2354 page 243

Joe B. Hardy and Mary E.
Hardy

-to-

EXCEPTION #

10

THE PUBLIC

WHEREAS, under date of August 26, 1952, the undersigned
Joe B. Hardy and Mary E. Hardy, being the owners of

Blocks 35, 36, 37, 45 and the Northerly 180
feet of Block 46, ALBERT PIKE SUBDIVISION IN
Tulsa County, Oklahoma.

executed an owners certificate of dedication and bill of assurance
which was filed for record on August 20, 1952, in the office of the
County Clerk of Tulsa County, Oklahoma, and

WHEREAS, in said instrument the property was described as

Lots 35, 36, 37, 45, and the Northerly 180 feet
of Lot 46, ALBERT PIKE SUBDIVISION in Tulsa
County, Oklahoma;

NOW, THEREFORE, this is to certify that the property first
above described is the same identical property as that set forth
in said owners certificate of dedication and bill of assurance.

Dated this 29th day of January, 1953

Joe B. Hardy
Mary E. Hardy

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Acknowledged on the 29th day of January, 1953, by Joe B.
Hardy and Mary E. Hardy, his wife, before James P. Goepfinger, a
Notary Public, within and for said County and State. (SEAL)
Commission expires: 7/18/56

REQUIREMENT # 10

119753
General Warranty Deed
(WITH SURVIVORSHIP CLAUSE)

THIS INDENTURE, Made this 3rd day of November, 1952
between Joe B. Hardy and Mary E. Hardy, husband and wife

Parties of the first part, and Robert H. Gish and Veda L. Gish,
husband and wife

with the right of survivorship as hereinafter set out, part 100 of the second part.

WITNESSETH: That in consideration of the sum of

One and 00/100

DOLLARS,

and other good and valuable considerations, receipt whereof is hereby acknowledged, said parties of the first part do

by these presents grant, bargain, sell and convey unto Robert H. Gish and Veda L. Gish,

husband and wife

as joint tenants,

and not as tenants in common, on the death of one the survivor, the heirs and assigns of the survivor, to take the entire fee simple
title, to the following described real estate situated in Tulsa County, State of Oklahoma, to-wit:

Lot six (6), Block three (3), Eisenhower Addition,
extended, an Addition to the City of Tulsa, County
of Tulsa, State of Oklahoma, according to the re-
corded plat thereof.

TO HAVE AND TO HOLD the same as joint tenants, and not as tenants in common, with the fee simple title in the
survivor, the heirs and assigns of the survivor, together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in any wise appertaining forever.

AND said Parties of the first part

their

heirs,
successors, grantees, executors, and administrators, do hereby covenant and agree to and with said parties of the second part
that, at the delivery of these presents, they are lawfully seized of an absolute and indefeasible estate of inheritance
in fee simple, of and in, all and singular, the above granted and described premises, with appurtenances; that the same are free, clear
and discharged and unincumbered of and from all former and other grants, titles, charges, judgments, estates, taxes, assessments
and encumbrances of whatever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments
not yet due;

WARRANT AND FOREVER DEFEND the same unto said parties of the second part, their heirs, successors and assigns,
against said parties of the first part, their heirs, successors and assigns, and all and every person or persons whomsoever
lawfully claiming, or to claim the same.

IN WITNESS WHEREOF, part 100 of the first part has executed or caused to be executed, this instrument the
day and year first above written.

Joe B. Hardy
Mary E. Hardy

STATE OF OKLAHOMA,

County of Tulsa

(OKLAHOMA FORM OF ACKNOWLEDGMENT)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of
November, 1952, personally appeared Joe B. Hardy

and Mary E. Hardy, 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.
Given under my hand and seal of office the day and year first above written.

My commission expires 7-18-56

James P. Gosppinger
Notary Public

Notary Public

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