

Unplatted

630'

60 Sky View Dr. Rite Street

60

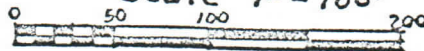
30

444 Gibson St.

Unplatted

# PLAN

Scale 1" = 100'



LEROY BROWN ADDITION

1325 53

550356

250

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS

STATE OF OKLAHOMA )  
COUNTY OF MUSKOGEE ) SS

KNOW ALL MEN BY THESE PRESENTS:

That we, LeRoy and Rita L. Brown, hereby certify that we are the owners of and the only person or persons having any right, title or interest in and to the lands described as follows, to-wit:

LeRoy Brown Addition to Muskogee, Oklahoma

We further certify that we have caused said tract of land to be surveyed into blocks, lots, streets and avenues, and have caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, right-of-ways, widths of streets and easements for utilities. We hereby dedicate to public use all the streets and avenues withing the subdivision and reserve for installation and maintenance of utilities a strip of land shown on the recorded Plat off of each lot within the subdivision. All lands so dedicated to public use are free and clear of all encumbrance.



## PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to the subdivision of said tract, we hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors to adhere.

1. Lots 1 - 2 - 3 - 4 - 5 - no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two and one-half stories in height, a private garage for not more than three automobiles, and other out-buildings incidental to residential use of the plot.

2. No dwelling shall be erected or placed on any building lot which plot has an area less than the original platting.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except temporary offices used by builders.

*E. 3 ACRES of SW 1/4 of SW 1/4 of SW 1/4 of section 20  
TOWN ship 15. North Range 19E. Being a strip of Land 660'  
IN Length No. 4 So., 198', 10 width E & W. IN muskogee county OK.*

5. No building shall be moved onto any building lot.
6. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than 1,5000 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.
7. No fences or walls shall be installed on the side portion of any lot in this subdivision, except decorative fences, wall or planters on interior which may extend not more than four feet high.
8. No detached garage or other outbuildings shall be permitted in the easements reserved for utilities.
9. No animals, livestock, or poultry of any kind shall 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 any commercial purpose.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then recorded owner's of the lots have been recorded, agreeing to change said covenants in whole or in part.



11. If the parties hereto, or any of them, or their heirs or 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 subdivisions to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



Signed L Ray Brown

Signed Rita L Brown

Notary Public Edwin J. Hopkins  
My Commission Expires March 18, 1973

State of Oklahoma, Muskogee County  
I hereby certify that this instrument  
was filed for Record in my Office  
on 130 APR 16 1972 AM  
and recorded in book 1335 page 58  
J. E. TAYLOR, County Clerk  
By [Signature] Deputy

557851

BOOK 1350 PAGE 507

250

AMENDED OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS

STATE OF OKLAHOMA      }  
COUNTY OF MUSKOGEE    } SS:

KNOW ALL MEN BY THESE PRESENTS:

That we, LeRoy and Rita L. Brown, hereby certify that we are the owners of and the only person or persons having any right, title or interest in and to the lands described as follows, to-wit:

LeRoy Brown Addition to Muskogee, Oklahoma which is a part of the East 3 acres of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 20, Township 15 North, Range 19 East, being a strip of land 660 feet in length North and South, 198 feet in width East and West, in Muskogee County, Oklahoma.

We further certify that we have caused said tract of land to be surveyed into blocks, lots, streets and avenues, and have caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, right-of-ways, widths of streets and easements for utilities. We hereby dedicate to public use all the streets and avenues within the subdivision and reserve for installation and maintenance of utilities a strip of land shown on the recorded Plat off of each lot within the subdivision. All lands so dedicated to public use are free and clear of all encumbrance.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to the subdivision of said tract, we hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors to adhere.



1. Lots 1 - 2 - 3- 4 - 5 - no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two and one-half stories in height, a private garage for not more than three automobiles and other out-buildings incidental to residential use of the plot.

2. No dwelling shall be erected or placed on any building lot which plot has an area less than the original platting.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except temporary offices used by builders.

5. No building shall be moved onto any building lot.

6. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than 1,500 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

7. No fences or walls shall be installed on the side portion of any lot in this subdivision, except decorative fences, wall or planters on interior which may extend not more than four feet high.

8. No detached garage or other outbuildings shall be permitted in the easements reserved for utilities.

BOOK 1350 PAGE 508

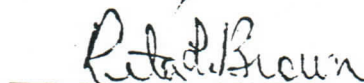
9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then recorded owner's of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. If the parties hereto, or any of them, or their heirs or 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 subdivisions to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. Invalidation of any one 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.

  
LEROY BROWN

  
RITA L. BROWN



STATE OF OKLAHOMA }  
COUNTY OF MUSKOGEE } SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 16<sup>th</sup> day of August, 1973, personally appeared LeRoy Brown and Rita L. 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.

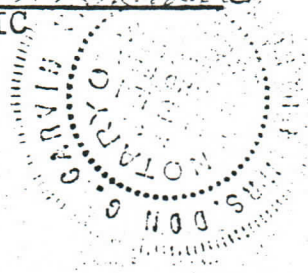
Given under my hand and seal the day and year last above written.

Mrs. Dorothy G. Gentry  
NOTARY PUBLIC

(SEAL)

My Commission Expires:

August 20, 1973



State of Oklahoma, Muskogee County  
I hereby certify that this instrument  
was Filed for Record in my Office.

AT 45 JAN 16 1973 P.M.

and Recorded in Book 350 Page 507

JODY KIRK, County Clerk

By Ben F. Hanson Deputy

-2-

KEDDY, KENNEDY  
& WRIGHT  
ATTORNEYS AT LAW  
SUITE 201  
FEDERAL BANK BLDG.  
P.O. BOX 707  
MUSKOGEE, OKLA. 74401

CITY OF MUSKOGEE, OKLAHOMA

643931

## WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That LeRoy Brown and Rita Brown, husband and wife, hereinafter called Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the City of Muskogee, Oklahoma, hereinafter called Grantee, an easement to construct and maintain water lines and the necessary appurtenances. The rights hereby conferred provide for the privilege and authority to enter upon said lands for the purpose of maintaining said water lines and operation thereof at all times.

The said right-of-way across, over and under the following described tracts or parcels of lands lying in the County of Muskogee, State of Oklahoma, to wit:

LeRoy Brown Subdivision to the City of Muskogee, Muskogee County, Oklahoma;

The Grantor hereby conveys to the Grantee the right to ingress and egress over any adjacent lands owned by the Grantor at any time for the purposes recited herein.

The right to use said right-of-way by the Grantor, except for the purpose herein granted to the Grantee, is especially reserved, and if the Grantee should every permanently abandon the use of said right-of-way for the purposes herein conveyed, it shall revert to the Grantor and assigns.

And I, Rita Brown, wife of said LeRoy Brown, do hereby release and relinquish unto and in favor of said Grantee, all of my estate of dower and homestead in and to the above described land to the extent of the rights hereinabove granted and set forth.

IN WITNESS HEREOF, we hereto set our hands and affix our signatures this 29th day of October, 1979.

LeRoy Brown

Rita Brown

## ACKNOWLEDGMENT

State of Oklahoma )  
County of Muskogee )

Be it remembered that on this day came before me, the undersigned, a Notary Public in and for the County of Muskogee, and State aforesaid, personally appeared before me, LeRoy Brown and Rita Brown, husband and wife, who executed the foregoing permit and acknowledged to me that they executed the same as their free and voluntary act and deed for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS MY HAND AND SEAL this 29th day of October, 1979.



Carl E. Weaver  
Notary Public

State of Oklahoma, Muskogee County  
Hereby certify that this instrument was  
Filed for Record in my Office.

APR 2 1980  
VOL 1579 PAGE 392



3888  
5

Victor

7.00

CONSTRUCTION REAL ESTATE MORTGAGE

648247 290

THIS INDENTURE, made this 20th day of August, 1980,  
between Chris L. Condley and Dana M. Condley, Husband and Wife  
of Muskogee County, State of Oklahoma,  
part ies of the first part (hereinafter referred to as party of the first part, whether one or  
more) and VICTOR SAVINGS AND LOAN ASSOCIATION, a corporation, of Muskogee, Oklahoma,  
party of the second part, its successors or assigns.

WITNESSETH: That the said party of the first part for and in consideration of the sum  
of .....One Hundred Thirty-Five Thousand and no/100.....

Dollars (\$ 135,000.00 ), in hand paid, receipt of which is hereby acknowledged, does  
by these presents, Grant, Bargain, Sell, Convey, and Mortgage unto the party of the second part, the  
following described real estate, situated in Muskogee County, State of  
Oklahoma, to-wit:

Lot 1 in Leroy Brown Addition to Muskogee, Muskogee  
County, Oklahoma, the same being platted out of the state of Oklahoma, Muskogee County  
Easterly 3 acres of the SW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of Section 20, Hereby certify that this instrument was  
Township 15 North, Range 19 East, of the Indian Base Filed for Record in my Office.  
and Meridian, in Muskogee County, Oklahoma; ✓

ONE YEAR

AUG 20 1980  
1592 PAGE 290  
JODY KIRK, County Clerk  
by [Signature] Deputy

together with all the improvements thereon and the appurtenances thereto belonging, and warrant  
the title to the same.

This mortgage is given for the purpose of securing the payment of a certain note of even date  
herewith, representing a loan by party of the second part to party of the first part and to secure  
payment of any extension thereof, and make the note a part hereof.

Failure to make any payment when due or any breach of any of the other provisions hereof shall  
make the entire principal sum and accrued interest due and payable at once without notice at the  
option of the holder of this note and mortgage and collection thereof enforced by foreclosure of this  
mortgage, and failure to exercise this option shall not constitute a waiver of the right to exercise the  
same in the event of any subsequent default and the party of the second part, or its successors or  
assigns, may at its option pay such taxes, assessments, or any other legal lien thereon, or insurance  
premiums, or make repairs; and the sum or sums so paid, with interest thereon at the rate of ten  
percent per annum from the date of said payment by party of the second part, shall constitute a lien  
upon said premises secured by and collectible under this mortgage and be grounds for foreclosure.  
The party of the second part may collect a "late charge" not to exceed an amount equal to four per  
centum (4%) of any installment which is not paid within fifteen (15) days from the due date thereof  
to cover the extra expense involved in handling delinquent payments.

Party of the first part shall not permit any liens for taxes, assessments, improvements, or repairs  
against this property and shall keep said property and improvements thereon in good repair.

Party of the first part shall keep all improvements on said property insured against any loss or damage in peace or in war in the amount of the total indebtedness in companies to be approved by party of the second part, and shall deliver said policies to the party of the second part with loss payable clauses executed in favor of party of the second part, who shall have authority to make proof of loss thereunder, and in event of foreclosure or transfer of title to settle the debt herein, title to all said policies shall rest in party of the second part.

Party of the first part will maintain in full force and effect builders' risk insurance on the property herein described and all improvements thereon in an amount equal to the value of said improvements and shall provide said policy to mortgagee, in the same manner as other insurance set out in the next preceding paragraph. Mortgagee shall have the same rights regarding this insurance as are set out in said next preceding paragraph.

Any sale or transfer of the premises herein mortgaged without written consent of the party of the second part or any failure to make any of the herein specified payments shall render the unpaid balance of the indebtedness, interest, expense payments and costs as herein provided and secured hereby due and collectible, at the option of the party of the second part.

In case of the foreclosure of this Mortgage, and/or the turning over of this mortgage to an attorney for collection, and as often as any proceeding shall be taken to foreclose same as herein provided, the party of the second part shall immediately be entitled to recover an attorney's fee of fifteen percent of the total amount then due, in addition to all other legal costs in the action, including the cost of procuring or completing an abstract of title to said property, which shall be an additional lien secured by and collectible under this mortgage.

Appraisement of said premises is waived or not at the option of the party of the second part.

As additional security for the payment of said indebtedness, the party of the first part hereby assigns and transfers all rentals, issues, profits and income from the above premises to the party of the second part in case of default as provided in said note and mortgage, hereby authorizing the party of the second part to receive and collect such rents and credit the amounts collected, less expenses of collecting, upon said total indebtedness, and does consent hereby to the appointment of a receiver to collect same in case foreclosure is commenced hereunder.

The granting of any extension or extensions of time of payment of said note, either to the maker or to any other person, or the taking of other or additional security for payment thereof, or the waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained, shall not in anywise affect this Mortgage nor the rights of the said party of the second part hereunder, nor operate as a release from any personal liability upon said note nor any covenant or stipulation herein contained.

In the event the Mortgagor obtains further advances from the Association pending the repayment of the note above mentioned, the sum so advanced shall be added to the principal amount remaining due on the original note and repaid as hereinabove provided, or as agreed upon, and it is expressly agreed that this mortgage shall likewise secure any future sums so advanced by Association to the Mortgagor.

All covenants and conditions herein shall be binding on the party of the first part and said first party's heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hand and seal this the 20th day of August, 1980.

Chris L. Condit  
Dana M. Condit



STATE OF OKLAHOMA

SS:

COUNTY OF MUSKOGEE

Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of August, 19780, personally appeared

Chris L. Condley and Dana M. Condley, Husband and Wife  
to me known to be the identical person 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 affixed my Notarial Seal at Muskogee, Oklahoma, this the date last above mentioned.

*Dani Daugh*  
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

September 18, 1982

(Corporate Seal)

By

Secretary

President

ACKNOWLEDGEMENT

State of Oklahoma }  
County of Muskogee } ss.

Before me, the undersigned Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_ 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 such corporation, for the uses and purposes therein set forth.

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

(SEAL)

My commission expires

Notary Public

APC 1100

TREASURER'S ENDORSEMENT

I hereby Certify that I received \$ 2700  
and issued receipt No. 14424 therefor,  
in payment of mortgage Tax on the  
within Mortgage Dated this 20  
day of August, 19 80  
JOHN H. FARLEY, County Treasurer

*John H. Farley*  
County Treasurer



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State of Oklahoma, Muskogee Court  
Honorably certify that this instrument  
was filed for Record in my office

AT 15 JUN 23 1961 -AM

## AMENDMENT TO PROTECTIVE COVENANTS IN ADDITION

and VOL. 1623 PAGE 246

By E. Hopkins

We the undersigned owners of lots and premises located in the following described addition to-wit:

Leroy Brown Addition to the City of Muskogee, Muskogee County, ✓  
Oklahoma, being platted out of the East 198 feet of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$   
of Section 20, Township 15 North, Range 19 East, Muskogee County,  
State of Oklahoma.

and being the only persons having any right, title, or interest in and to the said lands described above, do desire to amend in part the Dedication and Reservations set out in Item No. 7 as shown in recorded Dedication and Amendment thereto as filed Book 1335 Page 58 and Book 1350 Page 507 of the records of Muskogee County, Oklahoma, in so far as specifically set out herein.

That the within owners do consent to and do amend said Item 7 which prevents a side fence of over 4 feet in height for decoration purposes only to be installed on the side portion of any lot in the subdivision to permit Don G. Garvin and Jo Elaine Garvin, husband and wife to install a suitable protection fence around a swimming pool to be built on Lot 3 in said Leroy Brown Addition since the 4 foot limitation would not serve to screen the pool or prevent possible injury to persons who might be attracted to such pool by making the same visible to youngsters or persons who might be attracted by the easy access of decorative fence as limited by the present restrictions on fencing in the addition.

The said fence to be installed as protection and screening fence will be attractive and well-maintained at all times so as not to be a detriment to the neighborhood or the owners of lots in this addition, or detract from the attractive features of residential units therein.

All other restrictions in said addition will remain as filed of record subject to this amendment of said Item 7 therein as pertains to Lot 3.

The respective owners of lots in addition further state that they each own the following lots in said Leroy Brown Addition :

Lot 1 . Chris L. Condley and Dana M. Condley ,  
Lot 2, and Lot 3 : Don G. Garvin and Jo. Elaine Garvin ,  
Lot 4 and Lot 5 : Leroy Brown and Rita Brown.

Dated this 29th day of December, 1980.

Chris L Condeley  
Rm 4 Farming  
Secky, Bracore

Kara M. Conaley  
Johnnie Garvin  
Rae Brown

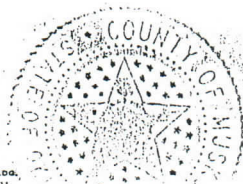
## ACKNOWLEDGMENT

State of Oklahoma ss  
Muskogee County

The foregoing instrument was acknowledged before me on this 29th day of December, 1980 by Chris L. Condley and Dana M. Condley, husband and wife, Don G. Garvin and Jo Elaine Garvin, husband and wife, and Leroy Brown and Rita Brown, husband and wife.

My Commission Expires : 12/8/81

Audie Thomas  
NOTARY PUBLIC



**RUSSELL RUBY**  
ATTORNEY AT LAW  
408 COMMERCIAL BANK BLDG.  
MURKOGEE, OKLA. 74101

