

I, the said G. C. Packard for myself and for my heirs, administrators and assigns, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents I was lawfully seized in my own right of an absolute and indefeasible state of inheritance, in fee simple, of, in and to all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former grants, titles, charges, judgments, taxes, assessments, and incumbrances of what nature and kind soever, except taxes due or that may become due, and that they will warrant and forever defend the title to the same unto said party of the second part her heirs and assigns, against said party of the first part, his heirs, successors and assigns, and all and every person whomsoever lawfully claiming or to claim the same.

It is further stipulated, agreed and understood, that the party of the second part, her heirs, executors, administrators, or assigns, shall not build any house to be used as a dwelling house or residence on said lot or lots to cost less than Three Thousand & no/100 Dollars. And it is understood, ~~house line to be set for part of property line~~ stipulated and agreed that this clause is for the benefit and protection of the grantors and of all persons who purchase lots from them in East Highland, an addition to the City of Tulsa, Tulsa County, Oklahoma.

It is further stipulated, agreed and understood that the party of the second part, her heirs, executors, administrators or assigns, shall never sell, convey, transfer, lease or rent any of the above described property to a Negro or any one of Negro descent. This is a limitation running with the land and is hereby accepted as such.

If the party of the second part, her heirs, executors, administrators or assigns shall violate any of the restrictions in this deed in any way, either the grantors herein or any owner of any real estate in East Highland, an Addition to the City of Tulsa, Tulsa County, Oklahoma, may enforce said restrictions in any court of competent jurisdiction either by suit for injunction or to recover damages.

In Witness Whereof, The said G. C. Packard and Lula B. Packard, his wife, hereunto set our hands and seals this 10th day of August A. D. 1922.

G. C. Packard

Lula B. Packard.

State of Arkansas, County of Sebastian, ss.

Before me, T. H. Turner, a Notary Public in and for said County and State, on this 10th day of August A. D. 1922 personally appeared G. C. Packard and Lula B. Packard, his wife, to me known to be the identical persons who executed and subscribed their names to the 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 seal as such notary public on the day and year last above written

(Seal) T. H. Turner. Notary Public.

My commission expires 2/13/1925.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 15, 1922 at 10 O'clock A. M.

Book 411 Page 402

By F. Delman, Deputy.

(Seal) O. D. Lawson, County Clerk.

206540 LB COMPARED

ADMINISTRATOR'S DEED

INTERNAL REVENUE

\$ 1.00

Cancel

This Indenture made the 5th day of July 1922, by and between S. B. Allton, of Janks, Oklahoma, the duly appointed, qualified and acting administrator of the estate of Henry L. Dorr, deceased, party of the first part, and Elmer Pelley, party of the second part,