

executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, at the delivery of these presents, that they are lawfully seized in their own right of an absolute and indefeasible estate 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 and discharged and unencumbered of and from all former and other grants titles, charges, estates, judgments, taxes assessments and encumbrances of whatsoever nature and kind, EXCEPT general taxes for the year 1922, and except for special assessments which are not now delinquent and except for a five foot easement as set forth in Dedication of said addition.

This deed is made for the purpose of rescinding and holding for naught, the "forfeiture clause" contained in the deed heretofore made by the grantors to the grantee, dated May 18th 1922, recorded in Book 398 at Page 207, in the office of the County Clerk of Tulsa County, Oklahoma.

This conveyance is given subject to the following conditions and restrictions; that no residence shall be erected thereon, costing less than Five Thousand Dollars (\$5,000.00) inclusive of other subsidiary buildings and improvements on such lot; that the main portion of the residence built thereon, except open porches, shall not be built or extend within Forty (40) feet from the front lot line; that the lot or lots herein conveyed shall not, within a period of ten (10) years from this date, be used for business, apartment house, or any other than residence purposes; that only one residence shall be built on one lot; that no part of the lot or lots hereby conveyed shall ever be sold or rented to, or occupied by any person or persons of African descent, commonly known as negroes, except that the building of a servants' house to be used only by the servants of the owner or owners of the lot or lots hereby conveyed, shall not be considered a breach of the conditions hereof.

It is further understood and agreed that these restrictions are covenants, and shall be annexed to and run with the land, and either the grantors herein or any owner of any real estate in Ridgewood Addition to the City of Tulsa, Oklahoma shall have the right to enforce said restrictions in any court of competent jurisdiction, either by suit of injunction, to prevent the violation of such restrictions, or to recover damages for a violation of such restrictions.

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

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Theodore Cox

Bessie W. Cox

S. W. Parish

KATHERINE H. PARISH,

By Walter W. Shaw,
Her Attorney-in-fact.

Nettie F. Castle

R. W. Castle

State of Oklahoma, }
County of Tulsa. } ss.

Before the undersigned, a notary public within and for the above named county and state, on this 18th day of June, 1922, personally appeared Theodore Cox, Bessie W. Cox, S. W. Parish, Nettie F. Castle and R. W. Castle to me known to be the identical persons who executed the within and foregoing instrument, and to me acknowledged that they executed the same as their free and voluntary act and deed, for the uses and