

215019 C. J.

COMPARED

WARRANTY DEED

THIS INDENTURE, Made this 3rd day of November A. D. 1922 between Thomas Chestnut and Kate Chestnut, his wife of Tulsa County, in the State of Oklahoma, of the first part, and C. P. Quinlan of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of (\$9,200.00) Nine thousand two hundred and no/100 DOLLARS the receipt whereof is hereby acknowledged, and the further consideration and as a condition of this deed to which the grantee herein by accepting this deed assents and agrees; that the lot or lots hereby conveyed shall not within a period of ten years from this date be used for any other than residence purposes; that no residence that shall cost less than \$7,500.00 including subsidiary buildings and improvements shall be built on the lot or lots hereby conveyed; that one residence only shall be built on said lots; that no building or any part thereof, except steps or entrance approach without roof shall be built or extend within 25 feet of the front lot line or closer than 15 feet of the side street line, and no garage, servants' house or other subsidiary building shall extend within 70 feet of the front lot line or within 15 feet of the side street line; that no part of the lot or lots hereby conveyed shall ever be sold or rented to, or occupied by, any person of African descent known as negroes; provided, however, that the building of a servants' house to be used only by servants of the owner or lessee of the lot or lots hereby conveyed shall not be considered a breach of the conditions hereof; Parties of the first part do by these presents, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Lots One, Two, Eleven & Twelve (1, 2, 11 & 12) in Block Two (2) in Edgewood Drive Addition to the City of Tulsa, Oklahoma, according to the original plat thereof duly recorded in the office of Register of Deeds within and for Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME, 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 for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents 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, discharged and unincumbered of and from all former and other grants, titles charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever Except general taxes falling due after this date and that they WILL WARRANT AND FOREVER DEFEND THE SAME unto the said party of the second part his heirs and assigns, against said parties of the first part, their heirs, administrators, assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same. All special assessment taxes shall be paid by the party of the second part.

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

Thomas Chestnut

Kate Chestnut

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 1922 personally appeared Thomas Chestnut and Kate Chestnut his wife and ----- to me known to be the identical persons who executed the within and