

above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former grants, title, 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 his 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, his 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 (House line to be 25 ft. from front property line) no/100 Dollars, And it is understood, 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, his 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, his 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, hereto set our hands and seals this 27th day of October A. D. 1922.

G. C. Packard

Lula B. Packard

ACKNOWLEDGMENT

State of Arkansas, County of Sebastian, ss.

Before me, T. H. Turner a Notary public in and for said county and State, on this 27th day of October 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.

My commission expires 2/13---1925 (NO SEAL) T. H. Turner, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov 10, 1922 at 9:00 o'clock A.M.

In Book 427, page 331

By J. Delman, Deputy

(SEAL)

O. D. Lawson, County clerk

213425 C.J. COMPARED

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of full payment of the debt secured by a mortgage made by H. C. Cunningham and Mattie A. Cunningham to THE ARKANA BUILDING & LOAN ASSOCIATION, of Topeka, Kansas, dated the 5th day of July A. D. 1921, which is recorded in book 299 of Mortgages, page 478, of the records of Tulsa county, State of Oklahoma, satisfaction of such mortgage is hereby acknowledged, and the same is hereby released.

The Northerly 50 feet of S. 75 ft of Lot 2, Blk 130, orig. town of Tulsa, Okla.

Dated this 26th day of October A. D. 1922.