

their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires March 27th, 1926. (SEAL) Beulah A. Hull, Notary Public.

Filed in Tulsa County, Okla. on Sept. 16, 1922 at 10:00 A.M. and duly recorded in book 428 - page 160. By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

208856 - BH

COMPARED

WARRANTY DEED

INTERNAL REVENUE

\$ 3.00

Cancelled

This indenture, made this 14th day of September, A.D. 1922, between Thomas Chestnut and Kate Chestnut, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and P. W. Bauman of the second part.

WITNESSETH, that the said parties of the first part in consideration of the sum of Twenty six hundred - - and - - 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 --- 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 -- 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 servant's house to be used only by servants of the owner or lessee of the lot or lots hereby conveyed shall not be considered as a breach of the conditions hereof; parties of the first part ~~do~~ by these presents grant, 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: Lot nine (9) 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, 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,