

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, ^{all} in and to/and singular the above granted and described premises, with the appurtenances, that the same as free, clear, discharged and unincumbered of and from all former grants, title, charges, judgements, 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 of residence on said lot or lots to cost less than Three thousand and 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 owners 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 9th day of September, A.D. 1922.

G. C. Packard,
Lula B. Packard.

State of Arkansas)
)ss
County of Sebastian)

Before me, T. H. Turner a notary public in and for said County and State, on this 9th day of September, A.D. 1922, personally appeared G. C. Packard and Lula B. Packard, his wife, to me known to be the identical person 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.

(SEAL) T. H. Turner, Notary Public.

Filed for record in Tulsa County, Okla. on Oct. 13, 1922, at 9:50 A.M. and duly recorded in book 428 - page 444, by F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

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COMPARED

RELEASE OF MORTGAGE.

In consideration of the payment of the debt named therein, I do hereby