

ances thereto belonging or in anywise appertaining forever.

The said Theodore Cox and his wife, Bessie W. Cox, S. W. Parish and his wife, Katherine H. Parish, and Nettie F. Castle and her husband, R. W. Castle, do hereby covenant, promise and agree to and with the 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 1923, and except for special assessments which are not now delinquent and except for a five-foot easement as set forth in the dedication of said Addition, and that they will warrant and forever defend the title to said property unto the said party of the second part, his heirs and assigns, against all persons who may lawfully claim the same.

This conveyance is given subject to the following conditions and restrictions; that no residence shall be erected thereon costing less than (\$5000.00) Five thousand Dollars 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 hereby 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 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 owners of the lot or lots hereby conveyed shall not be considered as a breach of the condition hereof. Any violations of the foregoing conditions and restrictions by the grantee, his heirs or assigns, shall work a forfeiture to all title in and to said lot and are hereby made obligatory upon the party of the second part, his heirs and assigns, forever, together with all and singular, the hereditaments and appurtenances hereunto belonging.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals on the date first above given.

Theodore Cox

Bessie W. Cox

S. W. Parish

KATHERINE H. PARISH

By Walter W. Shaw

Her Attorney-in-fact.

Nettie T. Castle

R. W. Castle

STATE OF OKLAHOMA,)
Tulsa County,) SS.

Before me, Josephine Ball, a Notary Public in and for the said County and State, on this 7th day of December, 1922, personally appeared Theodore Cox, Bessie W. Cox, his wife, S. W. Parish, Nettie F. Castle, R. W. Castle, her husband, to me known to be the identical persons who executed 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.

My commission expires August 28, 1926

(SEAL) Josephine Ball, Notary Public