

and 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 notarial seal the date above written.

My commission expires Oct. 31, 1926.

(SEAL) F. A. Singler, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 10, 1922, at 11:45 A.M. and duly recorded in book 431, page 119 - By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

213440 - BH

INTERNAL REVENUE

400

WARRANTY DEED.

Carroll

Know all men by these presents: That E. J. Brennan and Jennie F. Brennan, his wife, parties of the first part in consideration of the sum of one dollar and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Fidelity Investment Company, grantee, party of the second part, the following described real property and premises, situated in the City of Tulsa, State of Oklahoma, to-wit: Lot five (5) in Block one (1) in Swan Park, addition to the city of Tulsa, Oklahoma, according to the official plat thereof, duly recorded in the office of the County Clerk of Tulsa County, Oklahoma, together with all the improvements thereon and appurtenances thereunto belonging.

TO HAVE AND TO HOLD SAME AND WARRANT THE TITLE thereof unto the said party of the second part, its heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature; subject however, to the following conditions, to be in force and effect for ten years from the date of the execution of this instrument; that the said premises shall not, nor shall any part thereof be used to erect or maintain thereon any duplex or apartment house, factory or business building nor any other non-private residential structure, except such incidental or subsidiary buildings as are ordinarily used on private residential premises; that no residence that shall cost less than \$10,000.00, including subsidiary buildings and improvements, shall be built on said premises, hereby conveyed, that not more than one residence shall be built on any one of said lots; that no building or any part thereof except steps or entrance approach without roof shall be built or extend within --- feet of the front line or closer than ----- feet of the side street line; and no garage, servant's house or other subsidiary buildings shall extend within ---- 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 maintenance of servant's quarters and their use and occupation by servants of the owner or lessee of the lot or lots hereby conveyed, shall not be considered a breach of this condition:

All of which restrictive conditions, the said grantee, heirs and assigns covenant to observe both towards the said grantor and towards all present and future owners and lessees of lots or parcels of land in said Swan Park addition to the City of Tulsa, Oklahoma; and do hereby acknowledge full notice and knowledge of similar restrictive conditions having been or which are to be imposed upon all lots or parcels of land sold, or to be sold, of said addition.

In witness whereof, the said parties of the first part have hereunto set their hands this 2nd day of November, 1922.

E. J. Brennan,  
Jennie F. Brennan.