

218541 - BH COMPARED

INTERNAL REVENUE

1/22

Cancelled

GENERAL WARRANTY DEED.

This indenture, made this 22 d day of December, A.D. 1922, between C. H. Overton and Annie Overton, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Joseph M. Malpe, of the second part.

Witnesseth: That in consideration of the sum of six hundred eighty dollars, the receipt whereof is hereby acknowledged, said 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 of the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot nineteen (19) and twenty (20) in block seven (7) of Meadowbrook addition to the City of Tulsa, according to the recorder plat thereof.

(It is further understood that the buyers, their heirs or assigns, shall never convey or rent the above described premises to any negro or person of African descent, except that household servants may be permitted to live in the buildings on the said premises when actually employed by the occupant thereof and if the said buyers, heirs or their assigns, violate this clause, then their ownership and rights in the said premises shall terminate and the said premises and all improvements thereon shall revert to the seller and their heirs, and assigns, who shall become the owners thereof, and be entitled to the immediate possession, and they may re-enter and take possession in any legal manner.)

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever.

And said C. H. Overton and Annie Overton, his wife, their heirs, executors, or administrators, do hereby covenant, promise and agree to, and with said party of the second part, that at the execution and delivery of the contract of sale of the above described lots, made by the parties of the first part to party of the second part, *dated and delivered the 16th day of October 1919 (canceling for this deed)* they ~~were~~ 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 thereto belonging; that the same were free, clear and discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgements, taxes, assessments and encumbrances, of whatsoever nature and kind, 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 and assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same up to the date of said contract and parties of the first part further warrant and defend said lots unto the said party of the second part, his heirs and assigns against all grants, titles, charges, estates, judgements, assessments and encumbrances of whatsoever nature, against said lots by reason of any act of default of parties of the first part.

In witness whereof, the parties of the first part have hereunto set their hands the day and year first above written.

C. H. Overton,
Annie Overton.

State of Oklahoma)
Tulsa County)

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Before me, the undersigned, a Notary Public, in and for said