

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

C. S. Avery,  
Essie M. Avery.

State of Oklahoma )  
County of Tulsa ) SS

On this 12th day of August, A.D. 1922, before me, the undersigned a Notary Public, in and for the county and state aforesaid, personally appeared U.S. Avery and Essie M. Avery, his wife, to me known to be the identical persons who executed the within 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 herein set forth.

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

My commission expires April 24, 1926. (SEAL) Fay L. Hollis, Notary Public.

Filed for record in Tulsa County, Okla. on Jan. 22, 1923, at 4:40 P.M. and duly recorded in book 432, page 383, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

219799 - BH

COMPARED

WARRANTY DEED.

INTERNAL REVENUE  
\$ 2.00  
Cancelled

This indenture, made this 11th day of January, A.D. 1923, between John H. Miller and MaBelle Miller, his wife; and D. C. Miller and Maisie Miller, his wife; F. S. Silsby and Minnie D. Silsby, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Gladys H. Engle of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of one dollar and other valuable considerations, the receipt whereof is hereby acknowledged and the further consideration and as a condition of this deed to which the grantees 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 \$6000.00 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 shall be built or extend within 30 feet from the front lot line or closer than \_\_\_\_\_ feet of the side street line and no garage, servants' house or other subsidiary buildings shall extend within ninety feet of the front lot line or within twenty five 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 or African descent known as negroes; provided, however, that the building of servants' house to be used only by the servants of the owner or lessee of the lot or lots hereby conveyed shall not be considered as a breach of the conditions hereof: \_\_\_\_\_ do by these presents grant, bargain, sell and convey unto said party of the second part her heirs and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Lot twelve (12) in Bungalow Court addition to the City of Tulsa, Oklahoma, according to the official plat thereof duly recorded in the office of the 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 therunto belonging or in any wise appertaining forever.

And said parties of the first part for themselves and for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that 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 in all and singular the above granted and described premises, with the appurtenances,