

220217 - BH COMPART

INTERNAL REVENUE

2.00

Cancelled

## GENERAL WARRANTY DEED.

This indenture, made this 15th day of January, 1923, between 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, all of Tulsa, Oklahoma, parties of the first part, and Noah C. Adams, party of the second part.

## WITNESSETH.

That, in consideration of the sum of two thousand and no/100 dollars, the receipt of which 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 five (5) in Block two (2) Ridgewood Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances 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 1921 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 same unto the said party of the second part, his heirs and assigns, against said parties of the first part.

This conveyance is given subject to the following conditions and restrictions, that no residence shall be erected thereon costing less than (\$5,000.00) five thousand and no/100 dollars, inclusive of other subsidiary buildings and improvements on each 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<sup>lot</sup>/line, or within twelve (12) feet from a side-street line; that the lot or lots 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 of 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 violation of the foregoing condition and restriction 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.

Katherine H. Parish,

Theodore Cox,  
Bessie W. Cox,  
S.W. Parish,