7.<u>2</u>434

no building or any part thereof except steps or entrance approach without roof shall be built or extend within 25 feet of 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 nime ty feet of the side street line; that no part of the lot or lots hereby conveyed shall every he sold or rented to, or occupied by, any person of African descent known as negroes; provided, however the buildings of servants house to be used only by servants of the owner or lessee of the lot or lots hereby conveyed shall not be considered as a breach of the conditions horeof.

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TO MAND AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenences thereanto belonging to or in any wise appertaining, forever

And said Julia D. Jenkins and H. E. Jenkins, her husband 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 premises that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of, in and to all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former grants, titles, charges, judgments, taxes, assessments and encumbrances, of what nature and kind whatsœver and that they will warrant and forever defend the title to the same unto said party of the second part his heirs and assigns against said parties of the first part their heirs, and all and every person whomspever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand 10th day and year first above written.

Executed in the presence of

W. H. Bingham Jr.

J. F.Stanard

STATE OF OKIAHOLIA, Osage County-- ss.

Before me W. H. Bingham Jr. a Notary Public in and for said County and State, on this 7 day of February 1923, personally appeared Julia B. Jenkins and H. B. Jenkins 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 and for the purposes therein set forth.

My commission expires 15-Feb 1923 (SEAL) W. H. Bingham Jr. Notary public Filed for record in Tulsa County, Tulsa Oklahoma, Feb 9, 1923 at 9:00 o'clock A. M. in Book 434, page 616

REAL ESTATE MORTGAGE

By Brady Brown, Deputy

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(SEAL) 0. G. Weaver, County Clerk

Julia B. Jenkins

H. B. Jenkins

221357 C. JMBASURENS EPECTELY I hearby certify that I received \$ _____ or & would Be set No. 7.6.7.4. therefor in payment of months are to on the within mortgage. Dated this 9 day of 100, 1923 WAYNE L. DICKEY, County Treasurer J.J. Deputy

THIS INDENTURE, Made this 8th day of pebruary, A. D. 1923, between Robert Eisele and Louise Eisele husband and wife of Tulsa County, in the State of Oklahoma, of the first part, and Julia B. Jenkins and H. B. Jenkins, her husband of Osage County, in

the State of Oklahoma, of the second part;

¥.

WITNESSEEH, That said party of the first part, in consideration of the sum of Fight Hundred (\$800.00) no/100 DOLLARS the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and convey unto said parties of the Second part their heirs and assigns, the following described Real Estate, situate in Tulsa County, and State of Oklahoma, to-wit:

Lot Twelve (12) in Block three (3) Barton Addition to the City of Tulsa,