

434

Witness :

Mrs. F. C. Smith

Maggie Miller

W. M. Smith

Margaret L. Smith

STATE OF OKLAHOMA

COUNTY OF TULSA.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of August, 1922, personally appeared Maggie Miller W. M. Smith and Margaret L. Smith, 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 therein set forth.

WITNESS my hand and official seal the day and year last above written.

MY commission expires Oct. 16, 1924

(SEAL)

C. P. Monroy, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 8, 1923 at 2:00 o'clock P. M. in Book 434, page 94

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

INTERNAL REVENUE

218480 C. J. COMPARED

WARRANTY DEED

\$ 150

THIS INDENTURE, Made this 26 day of December A. D. 1922, between ~~G. C. Packard~~ ^{Cancelled} and Lula B. Packard, his wife, of Fort Smith, Arkansas, of the first part, and W. M. Smith of the second part:

WITNESSETH, The said parties of the first part, in consideration of Twelve hundred & No/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all of the following described real estate, situated in the County of Tulsa, and State of Oklahoma, to-wit: Lots 4 and 5 Block 1 in East Highland, an addition to the City of Tulsa, Tulsa County, Oklahoma, according to the duly recorded plat of same.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever. And I, the said G. C. Packard for myself and for my heirs, administrators and assigns, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents I was lawfully seized in my own right of an absolute and indefeasible state 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, title, charges, judgments, taxes, assessments, and incumbrances of what nature and kind soever, except taxes due or that may become due, 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 party of the first part, his heirs, successors and assigns, and all and every person whomsoever lawfully claiming or to claim the same.

It is further stipulated, agreed and understood, that the party of the second part, his heirs, executors, administrators, or assigns, shall not build any house to be used as a dwelling house or residence on said lot or lots to cost less than Three Thousand & No/100 Dollars. And it is understood, stipulated and agreed that this clause is for the benefit and protection of the grantors and of all persons who purchase lots from them in East Highland, an addition to the City of Tulsa, Tulsa County, Oklahoma.

It is further stipulated, agreed and understood that the party of the second part, his heirs, executors, administrators or assigns, shall never sell, convey, transfer, lease or rent any of the above described property to a Negro or any one of Negro descent. This is a limitation running with the land and is hereby accepted as such.