

COMPARED
221696

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WARRANTY DEED RECORD NO. 436

This Indenture, Made this 13th day of February, A. D., 1923, between

R.C. Holloway, trustee,

of Tulsa, County, in the State of Oklahoma, ~~part~~ of the first part and

Sarah Cummings,

~~part~~ of the second part.

Witnesseth: That in consideration of the sum of Six hundred twenty five and no/100

DOLLARS, the receipt whereof is hereby acknowledged, said part y of the the first part do es by these presents grant, bargain, sell and convey unto said party y of the second part her heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot Seventeen (17) in Block One (1) of Fifteenth Street Addition to the City of Tulsa, Oklahoma, according to the Recorded plat thereof this contract, however, is subject to the following restrictions which constitute the substantial consideration for the execution thereof and which it is agreed by and between the parties hereto shall be and remain covenant running with the land and shall be binding upon the said second party, his heirs, assigns, and legal representatives to-wit;

(a) Said premises sold for resident purposes only, and minimum cost of any dwelling placed thereon, shall be \$2500.00 when completed and no part of such dwellings shall be nearer the front line than 20 feet.

(b) It is expressly understood and agreed that this lot shall never be occupied by or sold to any person of African decent, commonly known as negro, except that the same may be occupied by such negroes only and while employed as a domestic or domestics by any persons residing on said premises.

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 R.C. Holloway, as trustee on behalf of the owners of the beneficial interest in said real estate, does hereby covenant, promise and agree to and with said part y of the second part that at the delivery of these presents that he as trustee is lawfully seized in his own right of an absolute and indefensible 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 unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes and assessments and incumbrances of whatsoever nature and kind, EXCEPT.

1921 taxes and restrictions as above set out and hereby binds those having the beneficial interests in said premises, their heirs and assigns forever, to observe the covenants, and agreements herein contained and to

INTERNAL REVENUE

\$ 60

Cancelled

~~will~~ warrant and forever defend the same unto the said part y of the second part her heirs and assigns against ~~all~~ the owners of the beneficial interests their heirs and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

In Witness Whereof, The said part y of the first part ha s hereunto set his hand the day and year first above written.

R.C. Holloway, Trustee,

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 13th

day of February, 1923, personally appeared R.C. Holloway, as Trustee,

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he

executed the same as his free and voluntary act and deed for the uses and purposes therein set forth, and in the capacity therein shown.

Given under

My commission expires January 22, 1927. (SEAL) Virginia Owen, Notary Public.

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 13 day of Feby., 1923, at 4:20 o'clock P. M.

Book No. 436, Page No. 502.

(SEAL)

O.G. Weaver,

County Clerk.

Brady Brown,

Deputy.