

2289 73-ACM

CONTINUED

GENERAL WARRANTY DEED

INTERVIEW SUMMARY

1.50

THIS INDENTURE, Made this the 28th day of March, 1923, between Mary P. Davis, an unmarried woman, of Tulsa, Oklahoma, and W. M. Wilson, an unmarried man, of Tulsa, Oklahoma, parties of the first part, and Mrs. Elizabeth M. Hundley party of the second part,

WITNESSETH:

THAT, In consideration of the sum of (\$1450.00) Fourteen Hundred and Fifty and no/100 DOLLARS, the receipt of which is hereby acknowledged, said parties of the first part do by these preesents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, towit:

Lot Five (5) in Block Seven (7) DAVIS-WILSON HEIGHTS, an addition to the City of Tulsa, State of Oklahoma, according to the Amended 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 Mary P. Davis and W. M. Wilson, do hereby covenant, promise and agree to and with the said part_____ 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, judgements, taxes, assessments and encumbrances, of whatsoever nature and kind, except general taxes for the year 1923, and except for special assessments which are not now delinquent and except for an easement for water, sewer, telephone, gas and electric lines as set forth in the Dedication of the Amended Plat of said Addition, and that they will warrant and forever defend the same unto the said party of the second part, her heirs and assigns, against parties of the first part EXCEPT: Sewer Taxes for the year 1922, which party of the second part hereby assumes and agrees to pay.

This conveyance is given subject to the following conditions and restrictions; that no residence shall be erected thereon costing less than (\$5000.00) Five Thousand and no/100 DOLLARS, inclusive of other subsidiary buildings and improvements on such lot; that the main portion of the residence built thereon, except open porches shall not be built or extended within thirty (30) feet from the front lot line, or within ten (10) feet from a side-street line; that the lot or lots hereby conveyed shall not be used for business or any other than residence purposes; that only one residence shall be built on one lot or the portion thereof described herein; that no part of the lot or 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 conditions hereof. All subsidiary buildings erected on property herein conveyed shall conform in architecture and construction with the main building. The foregoing conditions and restrictions are hereby made obligatory upon the party of the second part, her heirs and assigns.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals on the date first above given.

Mary F. Davis

W. M. Wilson

STATE OF OKLAHOMA,)
) ss.
TULSA COUNTY,)