

Filed for record at Tulsa, Tulsa County, Oklahoma, April 30, 1923 at 11:30 o'clock A.M. and recorded in Book 441 Page 441

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

228982-ACM

WARRANTY DEED

INTERNAL RECORD

12.50

THIS INDENTURE, Made this 28th day of April, A.D., 1923 by and between Sunset Gardens Company, a corporation, organized and existing under and by virtue of the laws of the State of Oklahoma, hereinafter called the party of the first part, and J. W. Sanders and Adah C. Sanders, hereinafter called the party of the second part.

WITNESSETH, That the said party of the first part in consideration of the sum of \$12,500.00 Twelve Thousand Five Hundred and no-100 Dollars, the receipt of which is hereby acknowledged, (and the further consideration and as a condition for this deed to which the party of the second part by accepting this deed assents and agrees, to-wit: that the lot or lots hereby agreed to be conveyed shall not within a period of twenty (20) years from this date be used for any other than residence purposes; only one residence designed for the occupancy of one family shall be erected on each lot; no residence shall cost less than \$15,000.00 (Fifteen Thousand Dollars) including subsidiary buildings and improvements constructed on the lot or lots hereby conveyed; no building or any part thereof, except steps or entrances or approaches without roof, shall be built or extended within thirty (30) feet of the front lot line or closer than thirty (30) feet of the side street line, and no garage, servants' house or other subsidiary building shall extend within ninety feet of the front lot line or within fifty (50) feet of the side street line; that no part of the lot or lots hereby conveyed shall ever be sold or rented or occupied by any person of african descent known as negroes; provided, however, that the building of a servants' house to be used only by servants of the owner or lessee of the lot or lots hereby conveyed shall not be a violation of the last restriction hereinabove written; that the house to be erected on this lot shall be not less than _____ stories; and any violation of these restriction or any one thereof shall work a forfeiture of the lands herein conveyed unto the grantor herein, its successors and assigns).

DOES BY THESE PRESENTS grant, bargain, sell and convey unto said party of the second part, his heirs or assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Lot Five (5) in Block Five (5) in Riverside Drive Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the 2nd amended plat thereof, now on file in the office of the County Clerk (ex-officio Register of Deeds) within and for Tulsa County, Oklahoma,

TO HAVE AND TO HOLD THE SAME, together with all and singular the tlements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And the said party of the first part for itself, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents 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, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgements, taxes and assessemtns and incumbrances of whatsoever nature and kind, except general taxes for the year 1923 and years subsequent thereto, and special assessments which are not now due; and that they will warrant and forever defend the same unto the said party of the second part, his heirs and assigns, against said party of the first part, its successors and assigns, and all and every person or person whomsoever lawfully caliming or ot claim the same, except the special assessments and the taxes above mentioned.