

Filed for record at Tulsa, Tulsa County, Oklahoma, May 16, 1923 at 3:45 o'clock P.M. and recorded in Book 441 Page 594

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

230725-ACM

COMPARED

GENERAL WARRANTY DEED

INTERNAL REVENUE

\$ 2.00

KNOW ALL MEN BY THESE PRESENTS: That Margaret E. Reynolds, a single person, E. P. Harwell, and Mary W. Harwell, his wife, parties of the first part, in consideration of the sum of SIXTEEN HUNDRED AND NO/100 DOLLARS, in hand paid, the receipt of which is hereby acknowledged, do grant, bargain, sell and convey unto A. E. Barrus of Tulsa County, State of Oklahoma, party of the second part, his heirs and assigns, the following described land, property and premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-Six (26) in Block Five (5)

in Hillcrest Addition to the City of Tulsa, Oklahoma, according to the official plat thereof duly recorded in the office of the County Clerk in and for Tulsa County, Oklahoma.

And the said party of the second part as a further consideration of this deed, assents and agrees by acceptance thereof, as follows: that the lot or lots hereby conveyed shall not within a period of ten years from this date, be used for any other than residence purposes; that no residence that shall cost less than \$4,000.00 shall be built on the lot or lots hereby conveyed; that no building or any part thereof, except steps or entrance approach without roof, shall be built or extend within twenty-five feet of the front lot line or closer than fifteen feet of the side street line, and no garage, servants' house or other subsidiary buildings shall extend to within ninety feet of the front lot line or within twenty-five 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; 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 considered as a breach of the conditions hereof. Any violation of the foregoing condition and restriction by the party of the second part, his heirs or assigns, shall work a forfeiture to all title in and to said lots, and that the above conditions and restrictions shall extend to and are hereby made obligatory upon party of the second part, his heirs and assigns forever, together with all and singular, the hereditaments and appurtenances thereunto belonging, and the title shall thereupon reinvest in parties of the first part, their heirs or representatives; provided, however, that the forfeiture herein provided shall never be invoked and never become operative against any corporation, partnership or individual who has become a mortgagee in good faith, prior to the breach of the foregoing covenants, to the extent of said mortgagee's interest in and to the lands or premises herein conveyed.

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 the said Margaret E. Reynolds, E. P. Harwell and Mary W. Harwell, 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 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, assessments and incumbrances of what soever nature or kind----- and that they will WARRANT AND FOREVER DEFEND THE SAME unto the said party of the second part, his heirs and assigns, against said parties of the first