

in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said part-- of the second part shall be entitled to possession of said premises. And said party of the first part for said consideration does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma----

IN WITNESS WHEREOF the said party of the first part has herunto set his hand the day and year first above written.

J. H. Scheller

STATE OF OKLAHOMA TULSA COUNTY, ss.

Before me Elizabeth Hall a Notary Public in and for said County and State on this 19th day of February, 1923, personally appeared J. H. Scheller, a single man, 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 use and purposes therein set forth.

My commission expires Oct. 9, 1926

(SEAL)

Elizabeth Hall,

seal Reads---Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 19, 1923 at 3:00 o'clock P.M.  
in Book 442, page 131.

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

222208

C.F.

COPY

COMPARED

WARRANTY DEED

THIS INDENTURE, Made this 18th day of May, A. D. 1920 by and between P. J. Hurley and his wife, Ruth Wilson Hurley, of Tulsa County, Oklahoma, hereinafter called the parties of the first part, and W. E. Winn, hereinafter called the party of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of two thousand 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 party 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 designated for the occupancy of one family shall be erected on each lot; no residence shall cost less than \$10,000.00 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 40 feet of the front lot line or closer than 40 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 40 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 Descendants known as negroes; provided however, that the buildings of a servants' house to be used only by servants of the owner or leases of the lot or lots hereby conveyed shall not be a violation of the last restriction hereinabove written; that the houses to be erected on this lot shall be not less than two stories; and any violation of these restrictions or any one thereof shall work a forfeiture of the lands herein conveyed unto the grantors herein, their heirs, administrators or executors. )

DO 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