

My Commission Expires Jan. 26, 1927

(SEAL) Helen Carnahan, Notary Public
Tulsa, County, Oklahoma.

Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 5, 1923 at 11:50 o'clock A.M.
in Book 442, page 500

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

223459 G. J.

WARRANTY DEED

COMPARISON

THIS INDENTURE, Made this 14th day of February A. D. 1923, between G. C. Packard and Lula B. Packard, his wife, of Port Smith, Arkansas, of the first part, and John W. Black of the second part;

WITNESSETH, the said parties of the first part, in consideration of Six Hundred & No/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all of the following described real estate, situated in the county of Tulsa, and State of Oklahoma, to-wit: Lot 21-B.7 in East Highland, an addition to the city of Tulsa, Tulsa County, Oklahoma, according to the duly recorded plat of same.

To have and to hold the same, together with all and singular the tenements and appurtenances thereunto belonging or in any wise appertaining forever. And I, the said G. C. Packard for myself and for my heirs, administrators and assigns, do hereby covenant, promise, and agree to and with said party of the second part, that at the delivery of these presents I was lawfully seized in my own right of an absolute and indefeasible state of inheritance, in fee simple, of, in and to all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and uncumbered of and from all former grants, title, charges, judgments, taxes, assessments, and incumbrances of what nature and kind soever, except taxes due or that may become due, and that they will warrant and forever defend the title to the same unto said party of the second part his heirs and assigns, against said party of the first part, his heirs, successors and assigns, and all and every person whomsoever lawfully claiming or to claim the same.

It is further stipulated, agreed and understood that the party of the second part, his heirs, executors, administrators, or assigns, shall not build any house to be used as a dwelling house or residence on said lot or lots to cost less than Three Thousand & no/100 Dollars. And it is understood, stipulated and agreed that this clause is for the House line to be 25 ft. from front property line benefit and protection of the grantors and of all persons who purchase lots from them in East Highland, an Addition to the City of Tulsa, Tulsa County, Oklahoma.

It is further stipulated, agreed and understood that the party of the second part, his heirs, executors, administrators or assigns, shall never sell, convey, transfer, lease or rent any of the above described property to a Negro or any one of Negro descent. This is a limitation running with the land and is hereby accepted as such.

If the party of the second part, his heirs, executors, administrators or assigns shall violate any of the restrictions this deed in any way, either the grantors herein or any owner of any real estate in East Highland, an addition to the city of Tulsa, Tulsa County, Oklahoma, may enforce said restrictions in any court of competent jurisdiction either by suit for injunction or to recover damages.

In Witness whereof, The said G. C. Packard and Lula B. Packard, his wife, hereunto set our hands and seals this 14th day of February A. D. 1923.

G. C. Packard

Lula B. Packard

State of Arkansas, County of Sebastian, ss.

Before me, T. H. Turner, a Notary Public in and for said County and State, on this