4.423

Tules County . ) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, n this 23rd day of February 1923, personally appeared Cyrus S. Avery and Essie E. Avery, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires Mar 27, 1924 (SEAL) Leone Patton, Notary public Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 9, 1923 at 4:50 o'clock P. M. in Book 442, page 390

By Brady Brown, Deputy

(SEAL) O. G. weaver, county clerk

224142 D. J.

WARRANTY DEED

THIS INDENTURE, Made this 8th day of March A. D., 1925 between Thos. P. Melvin, a single man, J. H. Boyle and Van Leigh Boyle, his wife of Tulsa. County in the State of Oklahoma, of the first part, and L. C. Ritts of the second part.

VINESSETH, That the said parties of the first part in consideration of the sum of Four Thousand Six Hundred Fifty and 00/100 DOLLARS the receipt whereof is hereby acknowledged, and the further consideration and as a condition of this deed to which the grantee herein by accepting this deed assents and agrees; 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 store building, hotel, duplex house, flats or apartments shall be erected thereon during said period; that no residence that shall cost less then \$ Six Thousand Five Hundred Dollars shall be built on the lot or lots hereby conveyed; that one residence only shall be built on said lots; that no building or any part thereof, except steps or entrance approach without roof shall be built or extend within 25 foet of the front lot line or closer than -----feet of the side street line, and no garage, servant's house or other subsidiary building shall extend within 70 feet of the front lot line or within -----feet of the side street line; that no part of the lot or lots hereby conveyed shall ever be sold or rented to, or occupied by, any person of African descent known as negroes, provided, however, that the building of a servant's 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; -----do by these presents grant, bargain, sell and convey unto said party of the second mart his heirs and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Lots Fourteen (14) Fifteen (15) & Sixteen (16) Block Two (2) in Sunset View Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof duly recorded in the office of Register of Deeds within and for Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME. Together with all and singular the tenements, here-ditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And said Thos. P. Melvin, J. H. Boyle and van Leigh Boyle 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 indefeasable 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 unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever except taxes falling due after this date and that they

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