4.42

the appurtenances; that the same are free, clear and discharged and mencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsower nature and kind, except general taxes for the year 1922, and except for special assessments which are not now delinquent and except for a fivefoot easement as set forth in the Dedication of said addition, and that he will warranty and forever defend the same unto the said parties of the second part, their heirs and assigns, against said party of the first part.

This conveyance is given subject to the following conditions and restrictions; that no residence shall be erected thereon costing less than (\$5,000.00) Five Enousaid and No/100 Dollars, inclusive of other subsidiary buildings and improvements on such lot; that the main portion of the residence built thereon, except open porches, shall not be built or extend within Forty (40) feet from the front lot line, or within twelve (12) feet from a side-street line; that the lot or lots hereby conveyed shall not, within a period of ten (10) years from this date, be used for business, apartment house or any other than residence purposes; that only one residence shall be built on one lot; that no part of the lot or lots hereby conveyed shall ever be sold or rented to or occupied by any persons of African descent, commonly known as negroes, except that the building of a servants ' house to be used only by the servants of the owners of the lot or lots hereby conveyed shall not be considered as a breach of the condition hereof. Any violations of the foregoing conditions and restriction by the grantees, their heirs or assigns, shall work a forfeiture to all title in and to said lot and are hereby made obligatory upon the parties of the second part, their heirs and assigns, forever, together with all and singular, the hereditaments and appurtenances hereunto belonging.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal on the date first above given.

Noah C. Adams

State of Oklahoma, County of Tulsa,

Before me, the undersigned, a Notary Public within and for said County and State, on this 13th day of March, 1923, personally appeared Noah C. Adams, a widower, to me known to be the identical person who executed the above and foregoing instrument; and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto subscribed my name and affixed my notarial seal, this, the day and year last above written.

My commission expires June 28th 1924 (SEAL) Lester Curie, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Mar 14, 1923 at 3:40 o'clock P. M. in Book 442, page 426

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

224464 C.J.

REAL ESTATE MORTGAGE

COMPARED

The land has been and fax on the within mortage. March 192 3

WAYNE L. DICKEY, County Treasurer a.9

THIS INDENTURE, Made this 14th day of March, A.D. Receipt No. 222 Ligrator in represent of increases woman of the County of Tulsa, and State of Oklahoma party of the first part, and B. T. Conway party of the

WITNESSETH, that the said party of the first part, for and in consideration of

the sum of Three Hundred and 50/100 pollars to her in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents do him grant, bargain, sell, convey and confirm unto said party of

--- second part: