

221783 C. J.

WARRANTY DEED
SPECIAL

COMPARED

THIS INDENTURE, Made and entered into this 1st day of March, 1917, between Charles Page, of Tulsa, Oklahoma, of the first part, and hereinafter designated the Seller, and E. J. SMITH of the Second Part, hereinafter designated the Purchaser.

WITNESSETH:

THAT WHEREAS, Charles Page, is the founder of The Sand Springs Home, located in the County of Tulsa, State of Oklahoma, and in the vicinity of the lands hereinafter described, and proposes to incorporate the same as a charitable organization under the laws of the State of Oklahoma, and

NOW, for and in consideration of the sum of FIFTY AND NO/100 (\$50.00) dollars, in hand paid, the receipt of which is hereby acknowledged, and also for the further consideration of the agreement between the parties hereto, for themselves, their heirs, successors and legal representatives, that intoxicating liquors shall never be manufactured, sold or otherwise disposed of, as a beverage, in any place of public resort, in and upon the premises hereby granted, or any part thereof, and the express reservation to the Seller, his heirs and assigns, that in case that any of the conditions concerning intoxicating liquors are broken by the Purchaser, his heirs, successors, assigns, or legal representatives, then this deed shall become null and void and all right, title and interest in and to the premises hereby conveyed, shall revert to the said Sand Springs Home, a corporation to be formed as aforesaid, its successors and assigns, and the Purchaser, by accepting this deed for himself, his heirs, executors, administrators, successors and assigns, consents and agrees to this reservation and condition, as well as to the reservations, conditions, and agreements hereinafter set out, the said seller further, excepting and reserving unto himself, his heirs and assigns, the oil, gas, fire clay, coal and all other minerals lying in and under the premises hereinafter described, does hereby bargain, sell, convey and confirm unto the Purchaser, his heirs, successors and assigns, forever, the following described premises, situated in the town of Sand Springs, County of Tulsa, State of Oklahoma, to-wit:

LOT NUMBER TWENTY-ONE (21) in BLOCK NUMBER TWENTY-FIVE (25) WEST SIDE
ADDITION

(The purchaser to pay all taxes and assessments imposed by public authority which become a lien on said premises after the expiration of the year 1915) according to the recorded ^{recorded} in the office of Register of Deeds, Tulsa County, Oklahoma, on.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and warrant the title to the same, unto the said purchaser, his heirs, successors and assigns, forever, subject nevertheless to the conditions and reservations and agreements hereinbefore and hereinafter set forth, according to the true intent and meaning thereof.

And the seller, for himself and his heirs and assigns, does hereby covenant, promise and agree to and with the purchaser, his heirs, executors, administrators, successors and assigns that the said premises are free, clear and discharged of and from all former grants, charges, except for improvements as hereinafter stated, judgments, mortgages and other liens and encumbrances of whatsoever nature and kind. And the said purchaser for himself, his heirs, successors and assigns, does further covenant and agree to and with the seller, his assigns, as follows:

First: That the purchaser, his heirs, successors or assigns, shall not at any time, erect, make or permit or suffer upon the premises hereby conveyed, any milkman's stables, piggery, slaughter house, tallow candlery, nor any manufactory for the making of gum