

COMPARED

claiming or to claim the same.

It is further stipulated, agreed and understood, that the parties of the second part, their 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 and no/100 Dollars. And it is understood, stipulated and agreed house line to be 25 ft from front property line that this clause is for the 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 parties of the second part, their 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 parties of the second part their heirs, executors, administrators or assigns shall violate any of the restrictions in this deed in any way, either the grantors herein or any owner of any real estate in East Highland, and 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 6th 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 6th day of February A. D. 1923, personally appeared G. C. Packard and Lula B. Packard, his wife, to me known to be the identical persons who executed and subscribed their names to the 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 seal as such notary public on the day and year last above written.

My commission expires Feb. 13, 1925 (SEAL) T. H. Turner - Notary Public  
Filed for record at Tulsa, Tulsa County, Oklahoma Feb. 27, 1923 at 10:30 o'clock A. M.  
and recorded in Book 444 Page 158

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

222904-ACM

AFFIDAVIT

COMPARED

STATE OF OKLAHOMA

ss  
COUNTY OF TULSA

Pace G. Hefflefinger and Verna Maxine Hefflefinger being duly sworn upon oath; deposes and say: that they are the owners of the following described Real Estate, to-wit Lots Twelve (12) and Thirteen (13) in Block Two (2) of Green Lawn Addition to the City of Tulsa, Tulsa County, State of Oklahoma. Same being a part of Lots One (1) and Two (2) in Section Three (3), Township Nineteen (19) North Range Thirteen (13) East.

And that the purported deed attempting to transfer title to J. Jewell Conn, executed on the 30th day of June, 1922, is void, false and of no effect, for the reason that the same was never executed, acknowledged and delivered according to law, and same transfer no title or equity

Further affienst sayeth not.

Pace G. Hefflefinger

Verna Maxine Hefflefinger

Subscribed and sworn to before me this 27 day of February, 1923.