

to any negro or person of African descent, except that house-hold servants, may be permitted to live in the buildings on the said premises when actually employed by the occupany thereof, and if the said buyer, their heirs or assigns violate this clause, then their ownership and rights in the said premises shall terminate and the said premises and all improvements thereon shall revert to the seller, their heirs and assigns, who shall become the owners thereof, and be entitled to the immediate possession, and they may re-enter and take possession by law)

TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, heriditaments and appurtenances thereto belonging or in anywise appertaining forever.

And said C. H. Overton and Annie Overton, his wife, their heirs, executors or administrators, do hereby covenant, promise and agree to, and with said party of the second part, that at the execution and delivery of the contract of the sale of the above described lots made by the parties of the first part to party of the second part dated and delivered the 22nd day of October 1919, providing for this deed, they were lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with the appurtenances therunto belonging; that the same were free, clear and discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, and that they will warrant and forever defend the same unto said party of the second part, his heirs and assigns, against said parties of the first part, their heirs and assigns, and all and every persons *or person* whomsoever, lawfully claiming or to claim, the same up to the date of said contract and parties of the first part further warrant and defend said lots unto the said party of the second part, his heirs and assigns against all grants, titles, charges, estates, judgments assessments and encumbrances of whatsoever nature, against said lots by reason of any act or default of parties of the first part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Witness: C. H. Overton , Annie Overton.

STATE OF OKLAHOMA)
) ss.
Tulsa, County

Before me the unde signed, a Notary Public, in and for said County and State on this 2nd, day of Feb. 1923, personally appeared C. H. Overton and Annie Overton, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

H. M. Price, Notary Public

My Commission expires Jan. 15th, 1925.

Filed f r record in Tulsa, Tulsa County, Oklahoma, Feb. 21, 1923, at 9:30 A. M. and recorded in Book 446, Page 4.

By (SEAL) C. G. Weaver, County Clerk.