

My commission expires March 23, 1925

(SEAL) Bessie Wallace, Notary public

STATE OF OKLAHOMA

MUSKOGEE COUNTY

ss.

On the 16th day of April A.D. 1923, before me, a Notary Public in and for said County and State, personally appeared J. W. Hensley personally to me known to be the identical person described in and who executed the within and foregoing instrument as grantor, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Muskogee, Oklahoma on the day and date last above written.

My commission expires October 30, 1924

(SEAL)

Louvitia McCarter, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, April 21, 1923 at 11:00 o'clock A.M. in Book 450, page 150

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

228298 C. J.

COMPARED

WARRANTY DEED

INTERNAL REVENUE

KNOW ALL MEN BY THESE PRESENTS:

\$ 1.50

Cancelled

THAT Jessie F. Brennan and E. J. Brennan, wife and husband parties of the first part in consideration of the sum of One Dollar and other good and valuable consideration dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Winfield S. Skeeles grantee, party of the second part, the following described real property and premises, situated in the City of Tulsa, State of Oklahoma, to-wit:

Lot eight (8) in Block Four (4) in Bren-Rose Addition to the City of Tulsa, Oklahoma, according to the official plat thereof, duly recorded in the office of the County Clerk of Tulsa County, Oklahoma, together with all the improvements thereon and appurtenances thereunto belonging;

TO HAVE AND TO HOLD SAME AND WARRANT THE TITLE thereof unto the said party of the second part her heirs and assigns forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature; subject, however, to the following conditions, to be in force and effect for ten years from the date of the execution of this instrument; that the said premises shall not, nor shall any part thereof be used to erect or maintain thereon any duplex or apartment house, factory or business building nor any other non-private residential structure, except such incidental or subsidiary buildings as are ordinarily used on private residential premises; that no residence that shall cost less than \$7,000.00, including subsidiary buildings and improvements, shall be built on said premises hereby conveyed; that not more than one residence shall be built on any one of said lots; that no building or any part thereof except steps or entrance approach, without roof shall be built or extend within 35 feet of the front line or closer than 25 feet of the side street line; and no garage, servant's house or other subsidiary buildings shall extend within 90 feet of the front line or within 25 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 maintenance of servant's quarters and their use and occupation by servants of the owner or lessee of the lot or lots hereby conveyed, shall not be considered a breach of this condition;

All of which restrictive conditions, the said grantee, her heirs, and assigns covenant to observe both towards the said grantor and towards all present and future owners and lessees of lots or parcels of land in said Bren-Rose Addition to the City of Tulsa, Oklahoma; and does hereby acknowledge full notice and knowledge of similar restrictive conditions having been or which are to be imposed upon all lots or parcels of land sold, or to be sold, of said Addition.