

450

(SEAL)

The Conference of the Mennonite  
Brethren Church of North America.  
By H. W. Lohrenz, Pres't.

Secretary

N. N. Hiebert, Sec.

STATE OF KANSAS Marion County, SS.

BE IT REMEMBERED, That on this 15 day of May, A. D. 1923, before me, the undersigned a Notary Public in and for the County and State aforesaid, came H. W. Lohrenz Pres't and N. N. Hiebert Sec'y of the Conference of the Menn. Br. Church of North America who are personally known to me to be the same persons who executed the foregoing release, and such persons duly acknowledged the execution of the same, to be their voluntary act and deed.

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

Term expires 2/21, 1924

(SEAL)

H. J. Pankratz, Notary Public Marion County,  
Kansas.

Filed for record in Tulsa County, Tulsa Oklahoma, May 31, 1923 at 9:00 o'clock A. M. in Book 450, page 612

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

231932 C.J.

WARRANTY DEED

COMPAKED

THIS INDENTURE, Made this 26th day of May A. D. 1923, between C. H. TERWILLEGER and Mary A. TERWILLEGER, his wife, of Tulsa County, State of Oklahoma, Parties of the First Part, and P. L. Price, Jr. party of the Second Part,

WITNESSETH:

INTERNAL REVENUE

20c

Cancelled

That Parties of the First Part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration Dollars (\$1.00), and for the further considerations hereinafter set out, do hereby grant, bargain, sell, and convey unto the said Party of the Second Part, his heirs and assigns, all the following described lands situated in Tulsa County, Oklahoma, to-wit:

Lot Ten (10) in Block Six (6) in Terwilleger Heights, an Addition to the City of Tulsa, Okla., according to the recorded plat thereof.

As part of the consideration for this sale and conveyance, the parties hereto covenant as follows: The lands herein described shall not be used for other than residence purposes for a period of 15 years from this date, and no duplex house, flat, or apartment house shall be erected thereon during said period; and that only one residence, except necessary out-buildings and servant's quarters, shall be erected on said premises; and that no residence shall be erected on said premises to cost less than Ten Thousand Dollars (\$10,000); and all residences shall front the street on which the lot fronts, and no building or parts thereof, including porches, shall be erected on said premises within 30 feet of the property line adjoining any street on which said lot fronts; and no out-buildings shall be erected on said premises within 70 feet from the front of the lot or within 20 feet of any side street; and that said premises shall never be conveyed to or occupied by persons of African descent, commonly known as negroes; provided, however, that this shall not prevent negroes from occupying servants quarters on said premises; and that no permanent structures shall be built upon the 4 foot strip of ground hereinafter described as being subject to a public service easement; and no billboards or other instruments of advertising shall ever be erected or located upon said premises and no residence shall be moved from other premises and permanently located on the lands herein described. -----These restrictions shall run to the lands and a violation thereof shall work a forfeiture of title in favor of first Parties; provided, however, that the forfeiture herein provided shall never be invoked and never become operative against any mortgagee in good faith, under any mortgage executed prior to the breach of such covenant,