617

450⁻ STATE OF OKLAHOMA SS. County of Tulsa

Before me, the undersigned Notary Public in and for said County and State on this 18th day of May 1923, personally appeared Cyrus S. Avery, Essie M. Avery, his wife, and Alva J. Niles, Ethel M. Niles, his wife, C. W. Brewer, Eugenia Brewer, his wife, personally known to me 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.

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In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written. My commission expires March 27, 1924 (SEAL) Leone Patton, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 31, 1923 at 9:10 o'clock A. M.in Book 450, page 616

By Brady Brown, Deputy (SEAL) 0. G. Weaver, County Clerk

231937 C.J. COMPARED GENERAL WARRANTY DEED

THIS INDENTURE, Made this 22nd. day of May, 1923, between Theodore Cox and his wife, Bessie W. Cox, S. W. Parish and his wife, Katherine H. Parish, and Nettie F. Castle and her husband, R. W. Castle, all of Tulsa, Oklahoma, parties of the first part, and Walter E. Kelley party of the second part. Clicolist.

WITNESSETH:

THAT, In consideration of the sum of One Dollar and other good and valuable considerations the receipt of which is hereby acknowledged, said parties of the first part do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot Sixteen (16) in Block Three (3), RIDGEWOOD ADDITION to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever. The said Theodore Cox and his wife, Bessie W. Cox, S. W. Parish and his wife, Katherine H. Parish, and Nettie F. Castle and her husbend, R. W. Castle, do hereby covenant, promise and agree to and with the said party of the second part, at the delivery of these presents, that they are 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 describ ed premises, with the appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, except general taxes for the year 1923, and except for special assessments which are not now delinquent and except for a five-foot easement as set forth in the Dedication of said Addition, and that they will warran t and forever defend the same unto the said party of the second part, his heirs and assigns, against said parties of the first part. m.1

This conveyance is given subject to the following conditions and restrictions; that no residence shall be erected thereon costing less than (\$5,000.00) Five Thousand and No/100 Dollars, inclusive of other subsidiary buildings and improvements on such lot; that the main portion of the residence built thereon, except open porches, shall not be built or extend within Horty (40) feet from the front lot line, or within twelve (12) feet from a sidestreet line; that the lot or lots hereby conveyed shall not, within a period of ten (10) years from this date, be used for business, apartment house or any other than residence purposes;