

that he has read and understand and signed the same as his free and voluntary act and deed for the uses and purposes therein set forth,

Witness my hand and seal on this 28 day of May, 1923.

(SEAL) J. A. Reavis, Notary Public.

My commission expires March 2, 1925.

Filed for record in Tulsa County, Okla. on June 9, 1923, at 11:20 A.M. and duly recorded in book 455, page 293, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

232880 - BH

COMPARED

GENERAL WARRANTY DEED.

INTERNAL REVENUE

\$ 150

Cancelled

This indenture, made this 7th day of June, 1923, between Mary P. Davis, an unmarried woman, of Tulsa, Oklahoma, and W. M. Wilson, an unmarried man, of Tulsa, Oklahoma, parties of the first part, and J. Frank Rhodes and Augusta B. Rhodes, his wife, parties of the second part.

WITNESSETH.

That, in consideration of the sum of \$1250.00, twelve hundred and fifty and no/100 dollars, the receipt of which is hereby acknowledged, said parties of the first part do, by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Lot two (2) in Block seven (7) Davis-Wilson Heights, an addition to the City of Tulsa, State of Oklahoma, according to the Amended 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 Mary P. Davis and W. M. Wilson, do hereby covenant, promise and agree to and with the said parties 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 described premises, with the appurtenances; that the same are free, clear and <sup>discharged and</sup> unencumbered of and from all former and other grants, titles, charges, estates, judgements, taxes, assessments and encumbrances, of whatsoever nature and kind, except general taxes for the year 1922 and sewer taxes for the year 1922, and except for special assessments which are not now delinquent and except for an easement for water, sewer, telephone, gas and electric lines as set forth in the Dedication of the Amended Plat of said Addition, and that they will warrant and forever defend the same unto the said parties of the second part, their heirs and assigns, against parties of the first part. Except a mortgage for three thousand dollars (\$3000.00) to the Mortgage-Bond Company of New York, dated Oct. 17, 1922

This conveyance is given subject to the following conditions and restrictions; that no residence shall be erected thereon costing less than (\$5000.00) 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 extended within thirty (30) feet from the front lot line, or within ten (10) feet from a side street line; that the lot or lots hereby conveyed shall not be used for business or any other than residence purposes; that only one residence shall be built on one lot of the portion thereof described herein; that no part of the lot or lots hereby conveyed shall ever be sold or rented to or occupied by any persons of African descent commonly known as Negroes, except that the building of a servants' house to be used only by the servants of the owners of the lot or lots hereby conveyed shall not be considered as a breach of the condition hereof. All subsidiary buildings erected on property herein conveyed shall conform in architecture and construction with