

COMPALED

nant, promise and agree to and with said party of the second part, at the delivery of these presents, that they are lawfully seized in their own right of any 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 discharged and unencumbered of and from all former and other grants, titles, charges, estate, judgment, taxes, assessments and encumbrances, of whatsoever nature and kind (Except general taxes for the year 1922, and except for special assessments which are not now delinquent and except for a five foot easement as set forth in Dedication of said Addition.

This conveyance is given subject to the following conditions and restriction; that no residence shall be erected thereon less than two stories in height costing less than Ten Thousand (\$10,000.00) 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 forty (40) feet from the front lot 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; that only one resident shall be built on one lot; 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 servant's house to be used only by the servants of the owner or owners of the lot or lots hereby conveyed shall not be considered a breach of the conditions hereof.

This deed is made for the purpose of rescinding and holding for naught, the forfeiture clause contained in the deed heretofore made by the grantors to the grantee, dated June 30th 1922, recorded in Book 417 at Page 255 in the office of the County Clerk of Tulsa County, Oklahoma.

It is further understood and agreed that these restrictions are covenants and shall be annexed to and run with the land, and either the grantors herein or any owner of any real estate in Ridgewood Addition to the City of Tulsa, Oklahoma, shall have the right to enforce said restrictions in any court of competent jurisdiction, either by suit or injunction to prevent the violation of such restrictions, or to recover damages for a violation of such restrictions..

And said parties of the first part will WARRANT AND FOREVER DEPEND the same unto the said party of the second part, her heirs and assigns, against said parties of the first part, their heirs or assigns and all and every person or persons whomsoever, lawfully claiming or to claim the same.

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

KATHERINE H. PARISH

By Walter W. Shaw-Her attorney in fact.
S. W. PARISH
THEODORE COX
BESSIE W. COX
NETTIE F. CASTLE
R. W. CASTLE

State of Oklahoma, SS
County of Tulsa,

Before the undersigned, a Notary Public, in and for the above named County and State, on this 20th day of June, 1923, personally appeared Theodore Cox, S. W. Parish and Mettie F. Castle and R. W. Castle her husband, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires Aug 26, 1926

(SEAL)

Josephine Ball-Notary Public