

COMPAKED

## WARRANTY DEED RECORD No. 459.

4233160 No.

SOUTH PLANT &amp; COMPANY, TULSA

This Indenture, Made this 9th day of June, A. D. 1923, between  
A. Y. Boswell, Jr., and Lillian Maude Boswell, (Husband and wife) and Mattie  
Jane Boswell, (A widow)  
 of Tulsa, County, in the State of Oklahoma, party of the first part, and  
R. S. Fraser, party of the second part.

Witnesseth: That in consideration of the sum of One Dollar and other good and valuable  
considerations ----- DOLLARS,  
 the receipt whereof is hereby acknowledged, said parties of the first part do hereby 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:

All of Lot Four (4) in Block Two (2) in Boswell's Addition to the  
 City of Tulsa, Oklahoma, according to the recorded plat thereof.

And the said party of the second part as a further consideration and  
 condition of this deed, assents and agrees by acceptance thereof, as follows;  
 That the lot or lots hereby conveyed shall not within a period of Five Years from  
 this date, be used for any other than residence purposes; that no residence that shall  
 cost less than \$3500.00 shall be built on the lot or lots hereby conveyed; that no  
 building or any part thereof, except steps or entrance approach without roof, shall  
 be built or extended within twenty five feet of the front property line; that no part  
 of the lot or lots hereby conveyed, shall ever be sold or rented or occupied by any  
 person of African descent; provided, however, that the building of a servants' house  
 to be used only by the servants of the owner or lessee of the lot or lots hereby  
 conveyed, shall not be considered as a breach of the conditions hereof. Any violation  
 of the foregoing condition and restriction by the party of the second part, his heirs  
 or assigns, shall work a forfeiture to all title in and to said lots, and that the  
 above condition and restrictions shall extend to and are hereby made obligatory upon  
 party of the second part, his heirs and assigns forever.

To Have and To Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise  
 appertaining, forever.

And said A. Y. Boswell, Jr., and Lillian Maude Boswell, (Husband and wife) and Mattie  
Jane Boswell, (A widow) hereby covenant, promise and agree to and with said party of the second part that 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 discharged and unincumbered of and from all former and other grants, titles, charges,  
 estates, judgments, taxes and assessments and incumbrances of whatsoever nature and kind, EXCEPT:

A first mortgage in favor of the Fidelity Building & Loan Association  
 of Shawnee, Oklahoma, in the amount of \$3500.00 and payable at the rate  
 of \$46.66 per month, which said second party hereby agrees to assume and  
 pay. Said mortgage bearing date of June 8th, 1923.

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and that they will warrant and forever defend the same unto the said party of the second part his heirs and assigns  
 against said party of the first part, their heirs and 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 hand and seal the day and year first above written.

A. Y. Boswell, Jr.

Lillian Maude Boswell,

Mattie Jane Boswell,

STATE OF OKLAHOMA, Tulsa, County, ss.

Before me, Cecil L. Henry, a Notary Public, in and for said County and State, on this 9th  
 day of June, 1923, personally appeared A. Y. Boswell, Jr., and Lillian Maude  
Boswell, (Husband and wife) and Mattie Jane Boswell, (A Widow)  
 to me known to be the identical person 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.

Witness my hand and official seal the day and year last above written.

My commission expires January 5th, 1927. (SEAL) Cecil L. Henry, Notary Public.

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 13 day of June, 1923, at 3 o'clock P.M.

Book No. 459, Page No. 486 (SEAL) O. G. Weaver, County Clerk.

Brady Brown, Deputy.