

COMPARED  
#236537 NS

# WARRANTY DEED RECORD No. 460.

60310. Crane & Company, Topeka

This Indenture, Made this 11th day of July, A. D. 1923, between  
Chas. P. Yadon and Eva L. Yadon, his wife,  
of Tulsa, County, in the State of Oklahoma, party of the first part, and  
M. Hurley, party of the second part.

Witnesseth: That in consideration of the sum of Four Hundred and 00/100 - - - - -  
- - - - - DOLLARS,  
the receipt whereof 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 numbered One Hundred Sixteen (116) of the Re-Subdivision of Lots  
2,3,4,5,6,7,8,9 & 10, Block Two (2), Rodgers Heights Subdivision, Tulsa County,  
Oklahoma, according to the recorded plat thereof.

It is further covenanted and agreed by the parties hereto that the  
following covenant shall be a limitation in warranty deed, to-wit;

1st. That no residence shall be erected on said premises within one  
hundred ten (110) feet of front line of lot, which shall cost less than \$2000.00.

2nd. That said premises shall never be sold to a negro.

3rd. That no building shall be erected within 30 ft., of the lot line  
facing street.

Any violation of the above restrictions will in itself work a forfeiture  
of this conveyance and the property herein described shall in that event revert  
back to the party of the first part upon demand.

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 Chas. P. Yadon and Eva L. Yadon, his wife, their  
heirs, executors or administrators, do hereby covenant, promise and agree to and with said party Y 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:

INTERNAL REVENUE

\$50

Cancelled

and that they will warrant and forever defend the same unto the said party Y of the second part his heirs and assigns  
against said party Y 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 party Y of the first part has Y hereunto set their hands the day and year first above written.

Chas. P. Yadon,

Eva L. Yadon,

STATE OF OKLAHOMA, Tulsa, County, ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11th  
day of July, 1923, personally appeared Chas. P. Yadon and Eva L. Yadon,  
his wife, ~~XXXX~~  
to me known to be the identical person S 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 Mar. 24, 1925. (SEAL) Kathryn Sontag, Notary Public.

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 25th day of July, 1923, at 10:25 o'clock A.M.  
Book No. 460, Page No. 381 (SEAL) O.C. Weaver, County Clerk.  
Brady Brown, Deputy.