

464

for the uses and purposes therein set forth.

My commission expires Nov. 29, 1926

(SEAL)

Faye Henry, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 27, 1923 at 4:00 o'clock P.M.

in Book 464, page 386

By Brady Brown, Deputy

(SEAL)

O.G. Weaver, County Clerk

236767 C.J.

COMPARED

WARRANTY DEED

INTERNAL REVENUE

\$ 3.00

KNOW ALL MEN BY THESE PRESENTS:

Cancelled

THAT Jennie F. Brennan and E. J. Brennan parties of the first part in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Claude F. Martin, grantee, party of the second part, the following described real property and premises, situated in the City of Tulsa, State of Oklahoma, to-wit:

Lots Eight (8) and Nine (9) in Block Six (6) in Bren Rose Addition to the City of Tulsa, Oklahoma, according to the official plat thereof, duly recorded in the office of the County Clerk of Tulsa County, Oklahoma, together with all the improvements thereon and appurtenances thereunto belonging;

TO HAVE AND TO HOLD SAME AND WARRANT THE TITLE thereof unto the said party of the second part his heirs and assigns forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature; subject, however, to the following conditions, to be in force and effect for ten years from the date of the execution of this instrument; that the said premises shall not, nor shall any part thereof be used to erect or maintain thereon any duplex or apartment house, factory or business building nor any other non-private residential structure, except such incidental or subsidiary buildings as are ordinarily used on private residential premises; that no residence that shall cost less than \$7000.00, including subsidiary buildings and improvements, shall be built on said premises hereby conveyed; that not more than one residence shall be built on any one of said lots; that no building or any part thereof except steps or entrance approach without roof shall be built or extend within 35 feet of the front line or closer than 25 feet of the side street line; and no garage, servant's house or other subsidiary buildings shall extend within 90 feet of the front line or within 25 feet of the side street line;

That no part of the lot or lots hereby conveyed shall ever be sold or rented to, or occupied by, any person of African descent, known as negroes; provided however, that the maintenance of servant's quarters and their use and occupation by servants of the owner or lessee of the lot or lots hereby conveyed, shall not be considered a breach of this condition;

All of which restriction conditions, the said grantee his heirs, and assigns covenant to observe both towards the said grantor and towards all present and future owners and lessees of lots or parcels of land in said Bren Rose Addition to the City of Tulsa, Oklahoma; and does hereby acknowledge full notice and knowledge of similar restrictive conditions having been or which are to be imposed upon all lots or parcels of land sold, or to be sold, of said Addition.

IN WITNESS WHEREOF, the said Parties of the first part have hereunto set their hands this 14th day of July, 1923.

Jennie F. Brennan

E. J. Brennan