

WARRANTY DEED RECORD No. 466

238590 C.M.J.

This Indenture, Made this 14th day of August, A. D. 1923, between

A. Y. Boswell 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

Nine Anne Martin

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 party of the first part do hereby presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

All of Lot Nineteen (19) 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 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' houses to be used only by 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, her heirs or assigns, shall work a forfeiture to all title in and to said lots, and that the above conditions and restrictions shall extend to and are hereby made obligatory upon party of the second part, her 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, judgment taxes and assessments and incumbrances of whatsoever nature and kind, EXCEPT.

Any general taxes or special assessments not yet due of any nature whatsoever.

INTERNAL REVENUE
2-
Cancelled

and that they will warrant and forever defend the same unto the said party of the second part, her 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 party of the first part have hereunto set their hands 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 14th

day of August, 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 15th, 1927. (Seal)

Cecil L. Henry,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 23 day of August, 1923 at 1:25 o'clock P.M.

and recorded in Book 366, Page 41.

Brady Brown,

Deputy

(Seal)

O. G. Weaver,

County Clerk.