

COMPARED

\$241440 NS

## WARRANTY DEED RECORD No. 466

This Indenture, Made this 29th day of September, A. D. 1923, between

B.G. Goble and Pearl A. Goble, his wife;  
 of Tulsa, County, in the State of Oklahoma, ~~parties~~ of the first part, and  
 Theodore R. Goebel and Laura Goebel, (husband and wife), ~~parties~~ of the second part.

Witnesseth: That in consideration of the sum of Sixty-two Hundred and Fifty and no/100 - - - - -  
 (\$6250.00) - - - - - DOLLARS,  
 the receipt whereof is hereby acknowledged, said parties of the first part do hereby presents grant, bargain, sell and convey unto said parties  
 of the second part, their heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

The South Ten (10) feet of Lot Seventeen (17) and the North Twenty-five (25) feet of Lot Sixteen (16) all in Block Two (2) of the Pouder & Pomeroy 2nd Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the amended plat thereof on file with the Register of Deeds.

It is further understood and agreed that the following covenants and agreements are a part of this contract and deed.

1. The above premises shall never be sold or rented to a negro;
2. The main or enclosed part of any building shall be forty feet from the front lot line.
3. That no building for residence purposes of less than five rooms shall be constructed upon said premises.

There is excepted and reserved unto the grantor and his heirs and assigns the right to use, equally with the grantee, his heirs and assigns, the concrete drive now being erected between the residence on the above described premises, and the residence on the South Twenty-five feet of Lot (16) Sixteen Block Two (2) of said Addition, immediately South thereof, and the grantee herein is hereby granted the right to use said party drive equally with the grantor, and it is further agreed that any expense of repairing or rebuilding of said party drive shall be borne equally between \*\*\*  
 to have and to hold the same together with all and singular the premises, tenements and appurtenances thereto in anywise appertaining, forever.

And said B.G. Goble and Pearl A. Goble, his wife, their heirs, executors or administrators, do hereby covenant, promise and agree to and with said parties of the second part that at the delivery of these presents 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.

A mortgage in the principal sum of \$3000.00 in favor of the Home Building & Loan Association, which the grantee herein assumes and agrees to pay together with general taxes and special assessments not now due.

INTERNAL REVENUE

\$ 3.50

Cancelled

\*\*\*these parties, their heirs and assigns.

and that they will warrant and forever defend the same unto the said parties of the second part, their heirs and assigns against said parties 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,

Witnesses;  
 J.W. Whitney,

B.G. Goble

Pearl A. Goble,

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned,

a Notary Public, in and for said County and State on this 29th

day of September 23, 1923, personally appeared B. G. Goble and Pearl A. Goble, his wife;

and  
 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.

Given under/

My commission expires March 8, 1924. (SEAL) J.W. Whitney Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 4 day of Oct. 1923, at 11:00 o'clock A.M.

Brady Brown

Deputy

(SEAL)

O. G. Weaver,

County Clerk.