

-474

for said county and state, on this 27th day of October, 1923 personally appeared S. W. Turk known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year above set forth,

(SEAL) Beatrice Hoff, Notary Public.

My commission expires 4/13.24.

Filed for record in Tulsa County, Okla. on Nov. 2, 1923, at 10:30 A.M. recorded in book 474, page 274, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

243618 - BH

COMPARED

GENERAL WARRANTY DEED.

INTERNAL INDEXED  
\$1.50  
Counsell

Know all men by these presents, that Margaret E. Reynolds, a single woman, and E. P. Harwell and Mary W. Harwell, his wife, 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 grant, bargain, sell and convey unto D. N. Barnett, of Tulsa County, State of Oklahoma, party of the second part, his heirs and assigns, the following described land, property and premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lot eight (8) in Block one (1)

in Hillcrest Addition to the City of Tulsa, Oklahoma, according to the official plat thereof duly recorded in the office of the County Clerk, in and for Tulsa County, Oklahoma.

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 ten years from this date be used for any other than residence purposes; that no residence that shall cost less than \$4000.00 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 extend within twenty feet of the front lot line or closer than fifteen feet of the side street line, and no garage, servants' house or other subsidiary buildings shall extend to within ninety feet of the front lot line or within twenty five 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; provided, however, that the building of a servants' house 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, his 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, his heirs and assigns forever, together with all and singular, the hereditaments and appurtenances thereunto belonging, and the title shall thereupon reinvest in parties of the first part, their heirs or representatives; provided, however, that the forfeiture herein provided shall never be invoked and never become operative against corporation, partnership or individual who has become a mortgagee in good faith, prior to the breach of the foregoing covenants, to the extent of said mortgagee's interest in and to the land or premises herein conveyed.

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And the said Margaret E. Reynolds, E. P. Harwell and Mary W. Harwell, for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party