

474

In witness whereof the said parties of the first part have hereto set their hands the day and year first above written.

Thos. P. Melvin,
J. H. Boyle,
Van Leigh Boyle.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State on this - - - day of June, 1923, personally appeared Thos. P. Melvin, a single man, and J. H. Boyle and Van Leigh Boyle, his wife, to me known to be the identical persons 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 use and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL) M. M. Simpson, Notary Public.

My commission expires Nov. 1, 1924.

Filed for record in Tulsa County, Okla. on Nov. 17, 1923, at 11:00 o'clock A.M. recorded in book 474, page 404, Brady Brown, Deputy.

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

244708 - BH

COMPARED

WARRANTY DEED.

INTERNAL REVENUE
\$ 1.50
Controlled

This indenture, made this 16th day of March, A.D. 1923, between Thos. P. Melvin, a singleman, J.H. Boyle and Van Leigh Boyle, his wife, of Tulsa County in the State of Oklahoma, of the first part, and W. O. James and Essie M. James, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of one thousand five hundred and 00/100 dollars, the receipt whereof is hereby acknowledged, and the further consideration and as a condition of this deed to which the grantee herein by accepting this deed assents and agrees; that the lot or lots hereby conveyed, shall not with a period of ten years from this date be used for any other than residence purposes; that no store building; hotel, duplex house, flats or apartments shall be erected thereon during said period; that no residence that shall cost ^{less} than six thousand five hundred dollars, shall be built on the lot or lots hereby conveyed; that one residence ^{only} shall be built on said lots; that no building or any part thereof, except steps or entrance approach without roof shall be built or extend within 25 feet of the front lot line or closer than - - - feet of the side street line; and no garage, servant's house or other subsidiary building shall extend within 70 feet of the front lot line, or within - - - 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 building of a servant's 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; do by these presents grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Lot twenty three (23) in block one (1) in Sunset View addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof duly recorded in the office of the Register of Deeds within and for Tulsa County, Oklahoma.

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 said Thos. P. Melvin, J. H. Boyle and Van Leigh Boyle, for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said parties of the