Brennan and Jennie F. Brennan, his wife, insofar as the same pertains to lots 2 & 3 in block five in Brookside Addition to the City of Tules, Oklahoma, according to the plat filed thereof, said mortgage to be, and remain in full force and effect against the lands not hereby released.

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WITNESS our hands this 6th day of October 1923.

A. E. Lewis

W. L. Lewis

STATE OF OKLAHOMA ,) SS.

Before me, a Notary Public, in and for said County and State, on this 6th day of October, 1923 personally appeared A. E. Lewis and W. L. Lewis, 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 uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year last above written.

My commission expires Mar. 30, 1927 (SEAL) Wm. O. Moylan, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Oct 8, 1923 at 2:45 o'clock P. M. in Book 475, page 379

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

Cancelled

241688 C.J. COMPARED

KNOW ALL MEN BY THESE PRESENTS:

WARRANTY DEED INTERNAL REVENUE S. 2.00

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

Lot Two (2) in Block Five (5), in Brookside Addition to the City of Tulsa, Oklahoma, according to the official plat thereof, duly recorded in the office of the Registrar of Deeds 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 grents, 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 \$10,000.00, 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 thirty feet of the front line or closer than thirty feet of the side street line; and no garage, servant's house or other subsidiary buildings shall extend within seventy feet of the front line or within thirty 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