

the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, their executors, administrators, heirs and assigns, all that tract or parcel of land situate, lying and being in the County of Tulsa, State of Oklahoma, and more particularly described as follows:

COMPARED

Lots Six (6) and Seven (7), Burgess Acres Addition to the City of Tulsa, according to the recorded plat thereof.

And as a part of the consideration for said deed, which is evidenced by the acceptance thereof, second parties agree that for a period of ten years, said property described shall be used for residence purposes only; that the main part of any house or building erected thereon shall not be closer than 35 feet from the front line of said lot or lots, not including porches, and that no residence shall be erected on either or all of said lots costing less than \$3,000.00; and further, that said premises shall not be sold or rented to, or occupied by any person or persons of African descent, except that persons of African descent, in the capacity of servants only, may occupy and use servants quarters which may be built on the rear of said premises; and further that no garage or servant's quarters erected on said premises shall be occupied for a period longer than twelve months before building a residence thereon in compliance with these restrictions; and any violation of the foregoing conditions and restrictions, by the parties of the second part, their heirs, or assigns, shall work a forfeiture to all title in and to said premises described; and the said restrictions and conditions shall extend to, and are hereby made obligatory upon the said second parties, their heirs and assigns.

together with all and singular the rights, members and appurtenances thereunto being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of them the said parties of the second part, their heirs and assigns, forever, and the said parties of the first part, for themselves, their executors, administrators, heirs and assigns, the said bargained premises shall and will warrant and defend, by virtue of these presents, against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the said premises described unto the said parties of the second part, their heirs and assigns forever, free, clear and discharged of and from all former grants, charges taxes and judgments, mortgages and other liens and incumbrances of whatsoever nature.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands, this the day and year first above named .

J. W. Burgess

Lena Burgess

STATE OF OKLAHOMA.

COUNTY OF TULSA.

INTERNAL REVENUE  
\$ 3.00  
Cancelled

Before me, the undersigned, Notary Public in and for said County and State, on this the 12th. day of September 1923, personally appeared J. W. Burgess, and Lena Burgess, 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 own free and voluntary act and deed, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and seal of office this the day and year last above written.

MY COMMISSION EXPIRES: Mar. 13, 1926

(SEAL)

Y. M. Corder, Notary Public