

WARRANTY DEED RECORD

129

CHARLES PAGE-SPECIAL FORM

#288061-CW

FROM
CHARLES PAGE
Sand Springs, Oklahoma
TO

STATE OF OKLAHOMA,

County of MAY } SS.

This instrument was filed for record on the 21st day of May, 1925 at 4:35 o'clock P. M., and duly recorded in book 477 page 129 of the records of this office.

O. G. Weaver

County Clerk.

Lot Sand Springs, Oklahoma

By Brady Brown.

Deputy Clerk.

THIS INDENTURE, Made and entered into this 16th day of May, 1925

between Charles Page, of Sand Springs, Oklahoma, of the first part, and hereinafter designated the Seller, and

H. B. and L. P. Duffer of the Second Part, hereinafter designated the Purchaser.

WITNESSETH:

THAT WHEREAS, said Charles Page, is the founder of Sand Springs Home, located in the County of Tulsa, State of Oklahoma, and in the vicinity of the lands hereinafter described, and has incorporated the same as an eleemosynary corporation under the laws of the State of Oklahoma, and

NOW, for and in consideration of the sum of One Thousand & No/100 - - -1000.00 Dollars, in hand paid, the receipt of which is hereby acknowledged, and also for the further consideration of the agreement between the parties hereto, for themselves, their heirs, successors and legal representatives, that intoxicating liquors shall never be manufactured, sold or otherwise disposed of, as a beverage, in any place of public resort, in and upon the premises hereby granted, or any part thereof, and the express reservation to the Seller, his heirs and assigns, that in case that any of the conditions concerning intoxicating liquors are broken by the Purchaser, his heirs, successors, assigns, or legal representatives, then this deed shall become null and void and all right, title and interest in and to the premises hereby conveyed, shall revert to the said Sand Springs Home, its successors and assigns, and the Purchaser, by accepting this deed for himself, his heirs, executors, administrators, successors and assigns, consents and agrees to this reservation and condition, as well as to the reservation, conditions, and agreements hereinafter set out, the said Seller further, excepting and reserving unto himself, his heirs and assigns, the oil, gas, fire clay, coal and all other minerals lying in and under the premises hereinafter described, does hereby bargain, sell, convey and confirm unto the Purchaser, his heirs, successors and assigns, forever, the following described premises, situated in the town of Sand Springs, County of Tulsa, State of Oklahoma, to-wit:

Lot Sixteen (16) Block One (1) Second Lake Subdivision according to the recorded plat thereof. Purchaser to pay and all taxes and assessments levied by public authority, that may become a lien on said premises, after the expiration of the year 1922.

according to the recorded plat of Sand Springs, Oklahoma, made by W. H. Hendren, Civil Engineer, and certified under date of 17th of June, 1911, and recorded in the office of Register of Deeds, Tulsa County, Oklahoma on the 19th day of July, 1911.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and warrant the title to the same, unto the said purchaser, his heirs, successors and assigns, forever, subject nevertheless to the conditions and reservations and agreements hereinbefore and hereinafter set forth, according to the true intent and meaning thereof.

And the Seller, for himself and his heirs and assigns, does hereby covenant, promise and agree to and with the purchaser, his heirs, executors, administrators, successors and assigns that the said premises are free, clear and discharged of and from all former grants, charges, except for improvements as hereinafter stated, taxes, judgments, mortgages, and other liens and encumbrances of whatsoever nature and kind. And the said purchaser for himself, his heirs, successors and assigns, does further covenant and agree to and with the seller, his assigns, as follows:

First: That the purchaser, his heirs, successors or assigns, shall not at any time, erect, make or permit or suffer upon the premises hereby conveyed, any milkman's stables, piggery, slaughter house, tallow candlery, nor any manufactory for the making of gun powder, glue, varnish, ink turpentine, or for the boiling of bones, or for the dressing, tanning or preparing of skins, hides, or leather, or for any distillery or brewery, oil or lampblack factory, or any dangerous, noxious or unwelcome establishment, business, or trade whatsoever, which should or might be in any wise offensive to the inhabitants of Sand Springs, residing in the vicinity of said establishment, business, or trade.

Second: And the purchaser, for himself, his heirs, successors and assigns, does hereby further covenant and agree that when, in the judgment of the seller, the installation of sewers and sidewalks, and other public improvements become necessary, or advisable, the seller, at his option, shall have the right to install such system of sewers, sidewalks and other public improvements as in his judgment is necessary and advisable, and assess the just pro-rata cost against the lots benefited or affected thereby, and purchaser for himself, his heirs, successors, and assigns, covenants and agrees that upon the installation of such sewers, sidewalks and public improvements of either of them, he will thereupon pay his proportionate part of the costs of the same ascertained as aforesaid. The within land is no part of my Homestead, and has never been occupied as such.

IN WITNESS WHEREOF, I have hereunto set my hands the day and year first above written.

Chas. Page

STATE OF OKLAHOMA,

COUNTY OF TULSA,

} SS:

Before me, a Notary Public, in and for said County and State, on this 16 day of May, 1925,

personally appeared Chas. Page to me known 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 seal the day and date above set forth.

E. F. Dixon,

Notary Public.

My commission expires July 1, 1926.

(Seal)