

WARRANTY DEED RECORD

CHARLES PAGE - SPECIAL FORM

WARRANTY DEED COMPANY, ST. LOUIS, MO.

257058 C.M.J. FROM
 CHARLES PAGE
 Sand Springs, Oklahoma
 TO

STATE OF OKLAHOMA, }
 County of Tulsa } SS.

This instrument was filed for record on the 30 day
 of April, 1924 at 4:20 o'clock
 P.M., and duly recorded in book 477 page 62
 of the records of this office.

O. G. Weaver,

(Seal)

County Clerk.

By

Brady Brown,

Deputy Clerk.

Lot _____ Block _____
 Sand Springs, Oklahoma

THIS INDENTURE, Made and entered into this 26th day of April, 1924

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

Eli McDowell 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 Dollar (\$1.00) 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 Three (3) in Block Eight (8) of the original townsite, now City of Sand Springs, according to the recorded plat thereof,

Purchaser to pay all taxes and assessments from and after the year 1912.

This deed is given in lieu of a former deed dated the 12th day of April, 1913, which was lost without having been recorded, and is intended to have the same force and effect as if executed on the 12th day of April, 1913, but without covenants of warranty as to title extending beyond the 12th day of April, 1913,

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 26th day of April, 1924,

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)