Tract Eighteen (18), Block One (1), of Villa Grove Sub-division of a part of Section Twenty-nine (29) in Township Nineteen (19) North, Range Thirteen (13) East, in Tulsa County, Oklahoma, according to the recorded plat thereof.

It is agreed between the parties to this deed, that this conveyance is given subject to the following conditions and restrictions; That no residence shall be erected on the above described tract or lot or any sub-division thereof, costing less than \$4000.00, exclusive of other sunsidiary buildings and improvements; that the main portions of the residence or residences built thereon, except open porches, shall not be built or extend thereon within 20 feet from the front property line, nor within 10 feet from either side property line; that no cesspool or leaching tank or privy shall be built thereon, and that no drain from septic tank shall be constructed within 20 feet from the front property line nor within 10 feet from either side or back property line, and that all such septick tanks shall be construed in a scientific manner, in compliance with all county and city health laws; nor shall anybuildings or other structures erected thereon be used for business purposes for ten years from this date; and further that no part of said tract or lot hereby conveyed, shall ever be sold to any person of African descent, commonly known as Negroes. That any violation of the foregoing conditions and restrictions by the grantees, their heirs and assigns, shall work a forfeiture of all title in and to said lands and are hereby made obligatory upon the grantees, their heirs or assigns, forever, together with all and singular the hereditaments and appurtenances hereunto belonging.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever.

And said Ralsa F. Morley and Augusta M. Morley, husband and wife, for themselves heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part at the deliver of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with appurtenances; that the same are free, clear and discharged and unincumbered of and from all former and other grants titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT and that they will WARRANT AND FOREVER DEFEND the same unto said party of the second part, his heirs and assigns, against said parties of the first part, their heirs and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

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

Ralsa F. Morley
Augusta M. Morley

COMPARED

State of Oklahoma,) ss. County of Tulsa.

0

0

()

Before me, the undersigned, a Notary Public, in and for said County and State on φ this 15th day of October, 1923, personally appeared Ralsa F. Morley and Augusta M. Morley, husband and wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged tome that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Nov. 28, 1925. (Seal)

- Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 15, 1923, at 2:30 o'clock P.M.

and recorded in Book 479, Page 244.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.