

242945 C.J.

GENERAL WARRANTY DEED COMPARED

THIS INDENTURE, Made this 19th day of October, 1923,

480 between C. R. RICHARDS and Bertha G. Richards, his wife, of Tulsa County, Oklahoma, parties of the first part, and R. O. Davis party of the second part.

WITNESSETH:

INTERNAL REVENUE
\$ 20
Cancelled

THAT in consideration of the sum of One Hundred Sixty and no/100 DOLLARS, (\$160.00) the receipt of which is hereby acknowledged, the parties of the first part do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns all of the following described real estate situated in the County of Tulsa, State of Oklahoma, to wit:

Lots Five (5) and Six (6), Block Seven (7) in VINEYARD ADDITION to the Town of Skiatook, Oklahoma, according to the plat filed thereof, reserving, however, unto the parties of the first part, their heirs and assigns, the oil and gas mining rights in and to said lands with the right of ingress and egress, and with the right to use such portion of the surface as may be necessary in operation and development for oil and gas, to have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever, SUBJECT, however, to any oil and gas mining lease or pipe line grants on said property now of record, but granting unto party of the second part his heirs and assigns, an undivided Two-Six-Hundred-Fourths (2/604) interest in and to all the oil or gas royalties from the sale of oil or gas hereafter marketed from the lands comprising VINEYARD ADDITION to the Town of Skiatook, Oklahoma, and SUBJECT, further, to the restriction that no residence or business house shall be erected upon said premises unless same have solid foundation of either stone, brick, or cement; and be weather-boarded; shingle-roofed; and plastered or plaster-boarded inside. This restriction shall run with the lands and a violation thereof shall work a forfeiture of title in favor of the parties of the first part; PROVIDED, however, that the forfeiture herein provided shall never be invoked against any mortgagee in good faith who has not breached said covenant, under any mortgage executed prior to the breach of such covenant, to the extent of said mortgagee's interest in and to the lands or premises hereby conveyed; and the parties of the first part covenant and agree that they are the owners of the lands first hereinbefore described, and that same are free, clear, discharged and unencumbered of and from all former and other grants, titles charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT the oil and gas lease and certain pipe line grants now of record, 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.

C. R. Richards

Bertha G. Richards

STATE OF OKLAHOMA,)
COUNTY OF TULSA,) SS.

On this 19th day of October A. D., 1923, before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared C. R. RICHARDS and BERTHA G. RICHARDS, his wife, to me known to be the identical person 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.

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