

INTERNAL REVENUE

P255083 EC

COMPARED

WARRANTY DEED;

Cancelled

THIS INDENTURE, Made this 24th, day of June A, D, 1919 between G. C. Packard and Lulu B. Packard, his wife, of Fort Smith, Arkansas, of the first part, and Miss Fannie Harper of the second part,

WITNESSETH, The said parties of the first part, in consideration of Four Hundred twelve & 50/100 Dollars the receipt of which is hereby acknowledged do by these presents grant, bargain, sell and convey unto the said party of the second part her heirs and assigns all of the following described real estate, situated in the County of Tulsa, and State of Oklahoma to-wit; Lot 17 Block 3 in east Highland, an addition to the City of Tulsa, Tulsa County Oklahoma, according to the duly recorded plat of same,

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever, And I, the said G. C. Packard for myself and for my heirs, administrators and assigns, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents I was lawfully seized in my own right of an absolute and indefeasible state of inheritance, in fee simple of, in and to all and singular the above granted and described premises, with the appurtenances that the same are free, clear, discharged and unincumbered of and former grants, title, charges judgments, taxes, assessments, and incumbrances, of what nature and kind soever, except taxes due or that may become due, and that they will warrant and forever defend the title to the same unto said party of the second part her heirs and assigns, against said party of the first part, his heirs, successors and assigns, and all and every person whomsoever lawfully claiming or to claim the same,

It is further stipulated, agreed and understood, that the party of the second part her heirs, executors, administrators, or assigns, shall not build any house to be used as a dwelling house or residence on said lot or lots to cost less than Three Thousand and No/100 Dollars, house line to be 25 ft, from front property line And it is understood, stipulated and agreed that this clause is for the benefit and protection of the grantors and all persons who purchase lots from them in East Highland an addition to the City of Tulsa, Tulsa County, Oklahoma,

It is further stipulated, agreed and understood that the party of the second part her heirs executors, administrators or assigns, shall never sell, convey, transfer, lease or rent any of the above described property to a Negro or any of Negro descent, This is a limitation running with the land and is hereby accepted as such,

If the party of the second part her heirs, executors, administrators or assigns shall violate any of the restrictions in this deed in any way, either the grantors herein or any owner of any real estate in East Highland an Addition to the City of Tulsa, Tulsa, County, Oklahoma, may enforce said restrictions in any court of competent jurisdiction either by suit for injunction or to recover damages,

In Witness Whereof, The said G. C. Packard and Lulu B. Packard his wife hereunto set our hands and seals this 24th, day of June A, D., 1919,

G. C. Packard

Lulu B. Packard

STATE OF ARKANSAS. COUNTY OF SEBASTIAN) SS

Before me T. H. Turner a Notary Public in and for said County and State, on this 24th day of June A, D, 1919 personally appeared G. C. Packard and Lulu B. Packard, his wife, to me known to be the identical persons who executed and subscribed their names to the 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,

Witness my hand and seal as such notary public on the day and year last above written
My commission expires 2/13/1921 (seal) T. H. Turner Notary Public,