

and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the use and purposes therein set forth, WITNESS my hand and official seal the day and year last above written,

My commission expires August- 10- 1924 (seal)

J. F. Slaton Notary Public,

Filed for record in Tulsa, Tulsa County, Oklahoma, April 24- 1924 at 1:20 O'Clock P, M, and recorded in Book 484, Page 330,

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk,

#256528 EC

COMPARED

TRUSTEE'S WARRANTY DEED;

INTERNAL REVENUE
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Cancelled

KNOW ALL MEN BY THESE PRESENTS.

That EXCHANGE TRUST COMPANY, a corporation having its place of business in Tulsa County State of Oklahoma, party of the first part, *as Trustee, in consideration of the sum of \$3500.00 to it in hand paid* the receipt whereof is hereby acknowledged does hereby grant, bargain, sell and convey unto Guy W. Settle, of Tulsa, Oklahoma, as party of the second part. (whether one or more), the following described real estate situated in Tulsa County, Oklahoma to-wit;

Lot Twelve (12) Block Eighteen (18)

in Summit Heights Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, together with all improvements thereon and appurtenances thereunto belonging or in anywise appertaining, except as hereinafter set forth,

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Said Trustee on behalf of Tulsa Live Stock and Industrial Exposition, a corporation of Tulsa, Oklahoma, the owner of the beneficial interest in said real estate at the time of the execution of this deed, as is shown in a certain Deed of Trust now of record in the office of the County Clerk, Ex-Officio Register of Deeds, of said County and State, dated the 30th day of April, 1921, and recorded in Book 321, at page 193, but not on behalf of itself, and by virtue of the power and authority therein granted, covenants and agrees with the party of the second part that said Trustee at the time of the delivery of these presents is seized of a good and indefeasible title and estate of inheritance in fee simple in and to said real estate and covenants that it is in peaceful and undisputed possession of said premises, with full right and power to convey the same by this instrument to said party of the second part, and that the same are clear, free and discharged of and from all former and other grants, charges, taxes, judgments and other liens or encumbrances of whatsoever kind or nature, and hereby binds the beneficial owner of said premises, its successors or assigns, forever, to observe the covenants and agreements herein contained; PROVIDED HOWEVER, that this deed is made upon the express condition that the party of the second part, his heirs, successors, or assigns, or any person or persons claiming under him, shall erect no buildings on the lot or lots hereby conveyed nearer than fifteen feet to the front property line thereof, and said property, of any part thereof, shall never be sold or rented to a person of African descent, commonly called negrom but the renting of servant's quarters by an owner or lessee to a negro employed by such owner or lessee as his servants shall not constitute a violation of this restriction and the further restriction that no buildings for residence purposes shall be erected on any lot hereby conveyed costing less than \$3500.00 including subsidiary buildings and improvements. A violation of any of these conditions shall work and be construed as a forfeiture of all the title hereby conveyed and such title upon breach of any such condition shall revert to said Trustee, or its successors, for the use and benefit of the legal and beneficial owner thereof.

IN WITNESS WHEREOF, said EXCHANGE TRUST COMPANY as Trustee has hereunder caused its name to be subscribed by its Vice-President and its seal affixed hereto and the same to be attested by its Secretary, this the 23rd, day of April, 1924.

ATTEST;

E. W. Deputy
Assistant Secretary (corp seal)

EXCHANGE TRUST COMPANY, Trustee

By H. L. Standeven Vice-President,
Trustee