

# 252311 M H

COMPARED

GENERAL WARRANTY DEED.

INTERNAL REVENUE  
\$ 1.50  
Cancelled

This indenture made this 14 day of June 1923 by and between Cyrus S. Avery and Essie M. Avery, husband and wife, parties of the first part, and J. P. Shinn, party of the second part, WITNESSETH:

That in consideration of the sum of One Thousand Three Hundred and no/100 dollars, the receipt whereof is hereby acknowledged said parties of the first part do by these presents, grant, bargain and sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate and premises situated in Tulsa County, State of Oklahoma, To-wit:-

Lots Eleven (11) and Twelve (12) in Block Seven (7) of Exposition Heights addition to the city of Tulsa, according to the recorded plat thereof.

And the said party of the second part as a further consideration and condition of this deed assents and agrees by the acceptance thereof as follows: That the lot or lots hereby conveyed shall not within a period of Ten years from this date be used for any other than residence purposes: that no residence that shall cost less than \$3500.00 shall be built on the lot or lots hereby conveyed; that no building or any part thereof except porch, steps or entrance approach shall be built or extend within Thirty-five feet of the front lot line; that no part of the lot or lots hereby conveyed shall ever be sold or rented to or occupied by any person of African descent, Provided however, that the building of a servants house to be used by the servants of the owner or lessee of the lot or lots hereby conveyed shall not be considered as a breach of the conditions hereof. The above conditions and restrictions shall extend to and are hereby made obligatory upon the party of the second part, his heirs and assigns forever. Any violation of the above and foregoing conditions and restrictions by the party of the second part, his heirs or assigns shall work a forfeiture of all title in and to said lots and the title shall thereupon re-invest in parties of the first part their heirs or representatives.

To have and to hold said above granted real estate and premises together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And the said Cyrus S. Avery and Essie M. Avery, for themselves, their heirs, executors, 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, they are lawfully seized in their own right of an absolute estate of inheritance in fee simple, of and in the above described and granted premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of whatsoever nature and kind, EXCEPT existing mineral lease of record and easement for public utilities of record, and that they will warrant and forever defend the same unto the 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 whomever lawfully claiming or to claim the same or any part thereof.

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

Cyrus S. Avery  
Essie M. Avery

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS

Before me Leone Patton a Notary Public within and for said county and state on this 14 day of June 1923, personally appeared Cyrus S. Avery and Essie M. Avery, husband and wife.