

251155 C.J.

GENERAL WARRANTY DEED

COMPARED

THIS INDENTURE, Made this 22nd day of October A. D. 1920, by John W. Perryman, a single man, Clarissa Richards and B. P. Richards, her husband, by Fletcher H. Pratt, their attorney-in-fact, all of Tulsa, Oklahoma, of the first part and F. M. Rowell and Lola M. Rowell, his wife, of the second part.

WITNESSETH, that in consideration of the sum of Three Hundred, Fifty DOLLARS the receipt whereof is hereby acknowledged, said parties of the first part, do by these presents grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, all of the following described real estate situate in the City of Tulsa, County of Tulsa, State of Oklahoma, to-wit:

INTERNAL REVENUE

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Cancelled

Lot One (1), Block Two (2)

in Exposition Heights Addition to the City of Tulsa, Oklahoma, according to the official plat thereof duly recorded in the Office of the County Clerk, in and for Tulsa County, Oklahoma, being a sub-division of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eight (8), Township 19 North, Range 13 East.

And the said parties of the second part as a further consideration and condition of this deed, assent and agree by 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 this lot or lots hereby conveyed shall ever be sold or rented or occupied by any person of African descent; provided, however, that the building of a servants' house to be used only by servants of the owner or lessee of the lot or lots hereby conveyed, shall not be considered as a breach of the conditions hereof. Any violation of the foregoing condition and restriction by the parties of the second part their heirs or assigns shall work a forfeiture to all title in and to said lots, and that the above conditions and restrictions shall extend to and are hereby made obligatory upon parties of the second part, their heirs and assigns forever, together with all and singular, the hereditaments and appurtenances thereunto belonging, and the title thereupon reinvest in parties of the first part, their heirs or representatives; provided, however, that the forfeiture herein provided shall never be invoked and never become operative against any corporation, partnership or individual who has become a mortgagee in good faith, prior to the breach of the foregoing covenants, to the extent of said mortgagee's interest in and to the land or premises herein conveyed.

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

And the said John W. Perryman, Clarissa Richards and B. P. Richards, her husband, their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said parties of the second part at the delivery 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, 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 a coal lease dated August 11th, 1913, to Hickory Coal & Mining Company, and that they will WARRANT AND FOREVER DEFEND the same unto said parties of the second part, their heirs and assigns, 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.