

257430 C. J.

COMPARED

WARRANTY DEED

Cancelled

THIS INDENTURE, Made this 6th day of May A. D. 1920, between The Brady-Wright Addition Company, a corporation, of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and C. P. Smith and M. P. Smith of Tulsa, Tulsa County, Oklahoma of the second part:

WITNESSETH, The said party of the first part, in consideration of TWO HUNDRED EIGHTY AND NO/100 DOLLARS the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, all of the following described real estate, situated in the County of Tulsa, and State of Oklahoma, to-wit: Lots Eight and Nine of Block Four in Irving Place, 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 The Brady-Wright Addition Company, a corporation, for itself and for its successors and assigns, does hereby covenant, promise and agree to and with said parties of the second part, that at the delivery of these presents it was lawfully seized in its own right of an absolute and infeasible 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 from all former grants, titles, charges, judgments, taxes, assessments, and incumbrances of what nature and kind soever, except taxes due or that may become due, and that it will warrant and forever defend the title to the same unto said parties of the second part their heirs and assigns, against said party of the first part, its 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 parties of the second part, their 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 Fifteen Hundred Dollars. And it is understood, stipulated and agreed, that this clause is for the benefit and protection of the grantor and of all persons who purchase lots from it in Irving Place, an Addition to the City of Tulsa, Tulsa County, Oklahoma.

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

If the parties of the second part, their heirs, executors, administrators or assigns shall violate any of the restrictions in this deed in any way, either the grantor herein or any owner of any real estate in Irving Place, 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 The Brady-Wright Addition Company, a corporation, has hereunto caused its name to be signed and seal to be affixed this 6th day of May A. D. 1920.

Attest:

W. A. Brownlee

Secretary

(CORPORATE SEAL)

THE BRADY-WRIGHT ADDITION COMPANY

By G. W. Wright

President

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

Before me, W. C. Lamm, a Notary Public in and for said County and State, on this