

260178 C.J.

WARRANTY DEED

THIS INDENTURE, Made this 5th day of June, 1923, between the OAK CLIFF REALTY COMPANY, a Corporation, of Tulsa, Oklahoma, party of the first part, grantor, and Frances Beck, (whether one or more), party of the second part, grantee.

WITNESSETH:

THAT, In consideration of the sum of Seven Hundred Fifty and No/100 Dollars, the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot Seven, in Block Thirteen, in OAK CLIFF ADDITION to the City of Tulsa, Oklahoma, according to the official plat thereof, filed for record on March 5th, 1923, in the office of the County Clerk of Tulsa County, Oklahoma.

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.

The said OAK CLIFF REALTY COMPANY, a Corporation, does hereby covenant, promise and agree to and with the said party of the second part, at the delivery of these presents, that it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, except general taxes for the year 1923, and all subsequent years, and except all installments on special assessments for special improvements becoming delinquent after this date, payment of all of which is hereby assumed by second party, and except for easement for sewers and other such facilities as appear of record, and that it will warrant and forever defend the same unto the said party of the second part, her heirs and assigns.

"Title to the property hereby conveyed shall be taken and held subject to the following stipulations and restrictions as to the use thereof, and the grantee, his heirs or assigns, shall be held to agree and covenant with the grantor, its successors and assigns, to conform to and observe such stipulations and restrictions.

1.--No residence shall be built upon this lot costing less than \$5,000.00 inclusive of the cost of other subsidiary buildings and improvements thereon, and such residence shall not be more than one story in height.

2.--No residence or parts thereof--except open porches, and no fences-- shall be erected closer to the street or streets than the building limit line indicated on the official plat of this addition and the said residence shall front the street on which the lot fronts; no garage or other outbuildings shall be erected closer to the street than the outbuilding limit line indicated on said plat unless it is designed as an integral part of the house.

3.-- All outbuildings shall correspond in material and architecture to the residence to which they are appurtenant.

4.--No residence or any projecting part thereof, such as cornices, porches, chimneys, bay-windows or stair landings shall be placed closer to any side or rear lot lines than five feet (5').

5.--Residences on corner lots shall have a presentable frontage on both streets.

6.--This lot shall not within a period of thirty (30) years from March fifth, 1923, be used for business, apartment house, duplex or any other purpose whatsoever except for residence purposes, and only one residence shall be built on this lot; no buildings of any kind