

260783 C.J. JOURNAL

## WARRANTY DEED

THIS INDENTURE, Made this 26th day of December, A. D. 1923, between C. H. TERWILLEGGER and MARY A. TERWILLEGGER, his wife, of Tulsa County, State of Oklahoma, Parties of the First Part, and Fredericka M. Brinkman Party of the Second Part,

INTERNAL REVENUE

\$ 1.00

## WITNESSETH:

That Parties of the First Part, in consideration of the sum of One Dollar and other valuable considerations (\$1.00), and for the further considerations hereinafter set out, do hereby grant, bargain, sell, and convey unto the said Party of the Second Part, her heirs and assigns, all the following described lands situated in Tulsa County, Oklahoma, to-wit:

Lot Twenty-six (26) Block Four (4) in Terwillegger Heights, an Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

As part of the consideration for this sale and conveyance, the parties hereto covenant as follows: The lands herein described shall not be used for other than residence purposes for a period of 15 years from this date, and no duplex house, flat, or apartment house shall be erected thereon during said period; and that only one residence, except necessary out-buildings and servant's quarters, shall be erected on said premises; and that no residence shall be erected on said premises to cost less than Eighty Five Hundred and No/100 Dollars (\$8,500.00) and all residences shall front the street on which the lot fronts, and no building or parts thereof, including porches, shall be erected on said premises within 30 feet of the property line adjoining any street on which said lot fronts; and no out-buildings shall be erected on said premises within 70 feet from the front of the lot or within ----feet of my side street; and that said premises shall never be conveyed to or occupied by persons of African descent commonly known as negroes; provided, however, that this shall not prevent negroes from occupying servants quarters on said premises; and that no permanent structures shall be built upon the four (4) foot strip of ground hereinafter described as being subject to a public service easement; and no billboards or other instruments of advertising shall ever be erected or located upon said premises and no residence shall be moved from other premises and permanently located on the lands herein described. This lot is further restricted to a two story residence.

These restrictions shall run to the lands and a violation thereof shall work a forfeiture of title in favor of First Parties; provided, however, that the forfeiture herein provided shall never be invoked and never become operative against any mortgagee in good faith, under any mortgage executed prior to the breach of such covenant, to the extent of said mortgagee's interest in and to the lands or premises hereby conveyed.

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, subject, however, to the right and easement of the City of Tulsa and of public service corporations to construct and maintain sewer, water, gas, electric, and telephone lines upon a strip of ground not exceeding four (4) feet in width along the rear edge of said lands.

And the said Parties of the first Part and their heirs, executors, or administrators, do hereby covenant, promise, and agree to and with said Party of the Second Part, her heirs and assigns, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible state 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, discharged, and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of whatever kind and nature except building restrictions and easements herein referred to, and any special assessments which have or may accrue, and that they will warrant and forever defend the same unto the