

said Party of the second part, her heirs and assigns, against said Parties of the First Part, their heirs, administrators, assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same. All taxes and special assessments not now due shall be paid by Party of the Second Part.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands the day and year first above written.

C. H. Terwilleger

Mary A. Terwilleger

STATE OF OKLAHOMA)
) ss.
TULSA COUNTY,)

Before me, the undersigned, a Notary Public in and for said County and State, on this 26 day of December, 1923, personally appeared C. H. Terwilleger and Mary A. Terwilleger, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Dec. 4, 1927

(SEAL)

A. F. Jenkins, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 17, 1924 at 2:00 o'clock P. M. in Book 488, page 525

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

270784 C.J.

WARRANTY DEED

THIS INDENTURE, Made this 26th day of December, A. D. 1923, between C. H. TERWILLEGER and MARY A. TERWILLEGER, his wife, of Tulsa County, State of Oklahoma, parties of the First Part, and Beth Fair Johnson Party of the Second Part,

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-seven (27) Block Four (4) in Terwilleger 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 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 any 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.