

261343 Q. J.

WARRANTY DEED.

THIS INDENTURE, made this 21st day of June, A. D., 1924, between Murray D. Russell and Lucile D. Russell, his wife, of Tulsa, Oklahoma, F. A. Haver and Maud S. Haver his wife of Tulsa, Oklahoma, Ralph M. Darnell, and Dencie E. Darnell, his wife of Tulsa, Oklahoma, and Bruce S. Russell and Kathrine Russell, his wife of Ottosen, Iowa, PARTIES OF THE FIRST PART, and TITLE GUARANTEE & TRUST COMPANY, a corporation of Tulsa, Oklahoma, as Trustee, PARTY OF THE SECOND PART.

WITNESSETH: That in consideration of the sum of One (\$1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, said parties of the first part do, by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lots Number One (1), Two (2), Three (3) Five (5), Six (6), Eight (8),

Nine (9), Twelve (12), Thirteen (13), Fourteen (14) Fifteen (15),

Sixteen (16) Seventeen (17) Eighteen (18) Nineteen (19) Twenty-one (21)

and Twenty-two (22) in Block One (1) of Cliness Crest Addition to the

City of Tulsa, Oklahoma; and

Lots Number One (1), Two (2), Three (3) Four (4), Five (5), Six (6),

Seven (7) Eight (8), Nine (9), Ten (10), eleven (11) Twelve (12), Thirteen

(13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) Twenty-

one (21) and Twenty-two (22) in Block Two (2) of Cliness Crest Addition

to the City of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said parties of the first part, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part, at the delivery of these presents that they are lawfully seized in their 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, a certain mortgage to Augusta Cliness Trainor which is of record, and is a lien on the above property, and that they will warrant and forever defend the same unto the said party of the second part, its successors and assigns, against said parties of the first part, their heirs or assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IT IS UNDERSTOOD AND AGREED, however, that the property herein conveyed is conveyed to said second party as trustee in trust for the purpose of sale and accounting to first parties for the proceeds of the sale thereof, and that said trustee will upon request of first parties and upon such terms and conditions as they shall require, convey said property or the several separate lots, blocks, parcels and tracts thereof, to such persons as may desire to purchase the same for the price and upon the terms, conditions and restrictions to be fixed by first party. It is expressly agreed that as between said first parties and any third person to whom said trustee may grant, bargain, sell or convey any of the above described property by deed or contract, that the execution of such deed or contract by said trustee shall be taken and accepted as conclusive evidence of the terms thereof are as fixed and agreed upon by first parties, and said first parties do hereby ratify and confirm all acts which said trustee may do hereunder.

The Title Guarantee & Trust Company, Trustee, in carrying out the purposes