

first part do by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all of the following described real estate, situated in the County of Tulsa, and State of Oklahoma, to-wit:

Lot 4; and the South 25 feet of Lot 3, in Block 6, in Ridgewood Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

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

And said Theodore Cox, S. W. Parish and Nettie F. Castle, for themselves, 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 other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances or whatsoever nature and kind, EXCEPT general taxes for the year 1923 and except for special assessments which are not now delinquent and except for a five foot easement as set forth in Dedication of said Addition.

This conveyance is given subject to the following conditions and restrictions; That no residence shall be erected thereon, costing less than Ten Thousand Dollars (\$10,000.00) inclusive of other subsidiary buildings and improvements on such lot; That the main portion of the residence built thereon, except open porches, shall not be built or extended within forty (40) feet from the front lot line, or within twelve (12) feet from the side street line, that the lot or lots hereby conveyed shall not within a period of ten years from this date be used for business, apartment house, or any other than residence purposes; that one one residence shall be built on one lot; that no part of the lot or lots hereby conveyed shall ever be sold or rented to or occupied by any persons of African Descent, commonly known as Negroes, except the building of a servants' house to be used only by the servants of the owner of the lot or lots hereby conveyed shall not be considered as a breach of the condition hereof.

This deed is made for the purpose of rescinding and holding for naught, the "Forfeiture Clause" contained in the deed heretofore made by the grantors to the grantee, dated March 26, 1919, and recorded in Book 338 at page 426 of the records in the office of the County Clerk of Tulsa County, Oklahoma.

It is further understood and agreed that these restrictions are covenants and shall be annexed to and run with the land, and either the grantors herein or any owner of any real estate in Ridgewood Addition to the City of Tulsa, Oklahoma, shall have the right to enforce said restrictions in any court of competent jurisdiction, either by suit or injunction, to prevent the violation of such restrictions, or to recover damages for a violation of such restrictions.

And said parties of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, his heirs 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.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Theodore Cox

Nettie F. Castle

S. W. Parish