

that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my signature and official seal, the day and year last above written.

My commission expires Mar. 4, 1928. (Seal) Harold J. Sullivan, Notary Public.
Filed for record in Tulsa, Tulsa County, Oklahoma, April 28, 1925, at 4:30 o'clock P.M.
and recorded in Book 493, Page 450.

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

285833 C.M.J.

GENERAL WARRANTY DEED.

THIS INDENTURE, Made this 24th day of April, A.D.1925, between Cyrus S. Avery and Essie M. Avery, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, and Nora E. Templeton, party of the second part.

WITNESSETH: That in consideration of the sum of One Dollar (\$1.00) and other good and valuation, 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, her heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot Ten (10) in Block Three (3) of Mingo Heights, according to the original plat thereof, being a subdivision out of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 36, Township 20 North, Range 13 East; and the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 1, Township 19 North, Range 13 East,

And the party of the second part as a further consideration of this deed, assents and agrees by acceptance thereof, as follows: that the Lot hereby conveyed shall not be used for other than residence purposes for a period of fifteen years from this date, and that the improvements erected on said premises shall not cost less than Seven Thousand Five Hundred Dollars for each set of improvements, and that all residences shall front the street on which the lots front, and no building or part thereof, including porches, shall be erected on said premises except in conformity with the building lines of all such buildings as indicated on the recorded plat thereof; 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; that no permanent structure shall be built upon the four foot strip of ground hereinafter described as being subject to a public service easement; and no bill boards or other instruments of advertising shall ever be erected or located upon said premises; and there shall be no fencing of said premises across the front or on the side lines closer than fifty feet of the front of said premises.

It is further agreed and understood that the seller reserves a strip of land four feet in width across the rear of said premises and along the side line thereof where indicated on the plat, which shall be subject to an easement for sewer, water, gas electric light wires, telephone lines, and other instrumentalities of public service.

These restrictions shall run to the lands and a violation thereof shall work a forfeiture of title in favor of seller, 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 herein conveyed.

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.

RECORDED BY
493
and