

STATE OF OKLAHOMA, }
County of Tulsa. } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of April, 1925, personally appeared John J. Smith and Ellen Smith, 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.

Witness my hand and official seal.

My commission expires Sept. 11th, 1926. (Seal) E. E. Bateman, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 5, 1925, at 4:15 o'clock P.M. and recorded in Book 493, Page 488.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

286513 C.M.J.

WARRANTY DEED.

THIS INDENTURE, Made this 16th day of March A.D. 1925 between M. R. Travis and Rhea Travis, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Clara C. Smith of the second part.

WITNESSETH, that the said parties of the first part in consideration of the sum of Two Thousand Seven Hundred Fifty and 00/100 Dollars the receipt whereof is hereby acknowledged, and the further consideration and as a condition of this deed to which the grantees herein by accepting this deed assents and agrees: that the lot or lots hereby conveyed shall not within a period of ten years from this date be used for any other than residence purposes; that no store building, hotel, duplex house, flats or apartments shall be erected thereon during said period; that no residence shall be moved from other premises and permanently located on the premises herein described; that no residence less than two stories in height and that shall cost less than \$10,000.00, shall be built on the lot or lots hereby conveyed; that one residence only shall be built on said lots; that no building or any part thereof, except steps or entrance approach without roof shall be built or extend within 25 feet of the front lot line or closer than -- feet of the side street line, and no garage servant's house or other subsidiary building shall extend within 70 feet of the front lot line or within -- feet of the side street line; that no part of the lot or lots hereby conveyed shall ever be sold or rented to, or occupied by, any person of African descent known as negroes, provided, however, that the building of a servant's house to be used only by servants of the owner or lessee of the lot or lots hereby conveyed shall not be considered as a breach of this condition do by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: Lot Eighteen (18), in Travis Heights Second Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof duly recorded in the office of Register of Deeds within and for Tulsa County, Oklahoma.

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.

And said M. R. Travis and Rhea Travis, for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents 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 unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever except special

INTERNAL REVENUE

3.00
Cancelled

COMPALED BY

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