

#289308 -CW.

GENERAL WARRANTY DEED

STATE OF OKLAHOMA,
COUNTY OF TULSA.

} SS.

WITNESSETH
9.00
1924

KNOW ALL MEN BY THESE PRESENTS: That We E. P. Harwell and Mary W. Harwell acting herein by and through our duly appointed attorney in fact Rex Tune, of Tulsa, Tulsa County, Oklahoma, party of the first part, for and in consideration of the hereinafter mentioned restrictions, conditions and covenants, and the sum of Ten (\$10.00) DOLLARS \$10.00 in hand paid by John L. Maxwell, the receipt of which is hereby acknowledged, do grant, bargain, sell and convey unto the said John L. Maxwell of Tulsa County, State of Okla, party of the second part, his heirs and assigns, the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit:

ALL of Lot Numbered One (#1) in block Number Ten (#10) of University Park Addition to the City of Tulsa, Okla, according to map or plat of said property as is recorded in the County Clerk's office Tulsa County, Okla. according to official plat thereof duly recorded in the office of the County Clerk in and for Tulsa County, Oklahoma, to which reference is hereby made for a more full description of said property.

To have and to hold the same, together with all and the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

This conveyance is made and accepted upon each of the following conditions, which are hereby made covenants running with the land, and which shall apply to and be binding upon the Grantee, his heirs, devisees, executors, administrators, successors and assigns, viz:-

That the property shall not be sold, conveyed, leased or rented to any person of African descent.

That nothing shall be built or placed on said property except dwelling houses and outhouses, and the minimum cost of the dwelling along shall not be less than \$4000.00.

That all houses shall face the street on which the lot faces, as shown on plat of University Park Addition filed for record; no building nor any part thereof, except steps or entrance approach without roof, shall be built or extend nearer than twenty five (25) feet of the front lot line, and shall not be nearer than fifteen feet of the side street line, and no garage, servant's house or other subsidiary building on corner lot, shall be built nearer than twenty-five (25) feet of the side street line.

All restrictions shall be binding for a period of 20 years from January 1st, 1924.

Any violation of the foregoing conditions and restrictions, or any of them, by the grantee, his heirs or assigns, shall work a forfeiture of all title in and to the aforesaid, lot, together with all and singular the hereditaments and appurtenances thereunto belonging. The aforesaid conditions and restrictions shall extend to and are hereby made obligatory upon the party of the second part, his heirs and assigns, for twenty years from January 1, 1924. But such reversion of forfeiture shall not affect any mortgage or other lien which may in good faith be existing thereon at the time a suit is brought for the enforcement of the reversion or forfeiture.

And the said E. P. Harwell and Mary W. Harwell do hereby covenant, promise and agree to and with the said party of the second part that at the delivery of these premises, we are lawfully seized in our own right of an absolute and indefeasible 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, discharged and unencumbered

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