

to one Charles Page, a warranty deed, conveying her interest in the land above described, in consideration of the sum of \$500. which said consideration was adequate.

WHEREFORE, petitioner prays for an order approving the said deed.

Joanna Brown, nee Kelley
Petitioner.

ENDORSEMENT

PROBATE NO. 398

County Court Tulsa Co. Okla. Filed Sep. 24, 1908, W. J. Gubser,

Judge-Clerk

I, Hal Turner, Court Clerk, for Tulsa County, Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the Instrument herewith set out as appears of record in the County Court of Tulsa County, Oklahoma, the 27th day of August 1924.

By Florence Hanks, Deputy (SEAL) HAL TURNER, Court Clerk
Filed for record in Tulsa County, Tulsa Oklahoma, Aug 27, 1924 at 4:00 o'clock P. M. in Book 494, page 302

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

266144 C.J.

WARRANTY DEED

THIS INDENTURE, Made this 25th day of August, A. D. 1924, between C. H. TERWILLEGER and MARY A. TERWILLEGER, his wife of Tulsa County, State of Oklahoma, Parties of the First Part, and Charles W. Brown Party of the second part,

WITNESSETH:

That Parties of the first part, in consideration of the sum of One Dollar and other good and valuable considerations Dollars (\$1.00) and for the further considerations herein after set out, do hereby grant, bargain, sell, and convey unto the said party of the Second Part, his heirs and assigns, all the following described lands situated in Tulsa County, Oklahoma, to-wit:

Lot Eight (8) Block Five (5) in Terwilliger Heights Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

As part of the consideration for this sale and conveyance, the parties hereto covenant as follows: The lands herein described shall not be used for other than residence purposes for a period of 15 years from this date, and no duplex house, flat, or apartment house shall be erected thereon during said period; and that only one residence, except necessary out-buildings and servant's quarters, shall be erected on said premises; and that no residence shall be erected on said premises to cost less than Eight Five Hundred Dollars (\$8,500.00); and all residences shall front the street on which the lot fronts, and no building or parts thereof, including porches, shall be erected on said premises within 25 feet of the property line adjoining any street on which said lot fronts; and no out-building shall be erected on said premises within 55 feet from the front of the lot or within xx feet of any side street; 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; and that no permanent structures shall be built upon the four (4) foot strip of ground hereinafter described as being subject to a public service easement; and no billboards or other instruments of advertising shall ever be erected or located upon said premises and no residence shall be moved from other premises and permanently located on the lands herein described. This lot is further restricted to two-story residence.

These restrictions shall run to the lands and a violation thereof shall work a forfeiture of title in favor of First Parties; provided, however, that the forfeiture herein pro-