

WARRANTY DEED

2.00

THIS INDENTURE, Made this 12th, day of August, 1924 between Theodore Cox, *and his wife Bessie W. Cox*, parties of the first part, grantor, and Harry A. Burns, party of the second part, grantee.

WITNESSETH: THAT, in consideration of the sum of ONE DOLLAR and other valuable consideration, the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lots numbered Six (6) and Seven (7), in Block numbered Nine (9)

all in the Oak Cliff Addition to the City of Tulsa, according to the Original Official Plat thereof, filed for record on the 5th, day of March 1923, in the office of the County Clerk, 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 anywise appertaining forever.

The said Theodore Cox and his wife Bessie W. Cox, does hereby covenant, promise and agree to and with the said party of the second part, at the delivery of these presents, that they are lawfully seized in their own right of an absolute indefeasible estate of inheritance in fee simple, of an 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 former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, except general taxes for the year 1924, and all subsequent years, and except all installments on special assessments for special improvements becoming delinquent after this date, payment of all of which is hereby assumed by second party, and except for easement for sewers and other such facilities as appear of record, and that it will warrant and forever defend the same unto the said party of the second part, his heirs and assigns.

Title to the property hereby conveyed shall be taken and held subject to the following stipulations and restrictions as to the use thereof, and the grantee, his heirs or assigns, shall be held to agree and covenant with the grantor, its successors and assigns, to conform to and observe such stipulations and restrictions.

1st: None of the lots hereby conveyed shall within a period of thirty (30) years from March 5, 1923 be used for business, apartment house, duplex or any other purpose whatsoever except for residence purposes and only one residence shall be build on a single lot; no buildings of any kind whatsoever shall be moved on any lot from other locations.

2nd: No residence shall be built upon any of the lots hereby conveyed, costing less than \$5,000.00 on each lot, inclusive of the cost of other subsidiary buildings, and improvements thereon.

3rd: No residence or parts thereof -- except open porches, or fences-- shall be erected closer to the street or streets than the building limit line indicated on the official plats of these additions and the amended plat of Blocks 4 and 5 of Oak Cliff Addition, and said residences shall front the street on which the respective lots front; no garage or other outbuildings shall be erected closer to the street than the outbuilding limit line indicated on said plats unless it is designed as an integral part of the house.

4th: All outbuildings shall correspond in material and architecture to the