

of the second part, his heirs and assigns, all the following described real estate and premises situated in Tulsa County, Oklahoma, to-wit:

Lot 13 (Thirteen) in Block 2 (Two), Lot ---in Block ---- in EXPOSITION HEIGHTS ADDITION to the City of Tulsa, according to the recorded plat thereof.

The said party of the second part, as a further consideration for and as a condition of this conveyance assents and agrees by the acceptance hereof as follows: That the lot or lots hereby conveyed shall not, for a period of Ten ¹/₂ years from the date hereof be used for any other than residence purposes; that no residence costing less than \$3,500.00 shall be built on the lot or lots hereby conveyed; that no building or any part thereof except steps porch or entrance approach shall be built within thirty-five feet of the front lot line, nor shall any building or structures be so built as to extend over any part of said lot or lots upon which there exists an easement for public utilities; no garage, servants quarters, or subsidiary building shall be built within seventy-five feet of the front lot line; so part of the lot or lots hereby conveyed shall ever be sold or rented to or occupied by any person of African descent or negro blood, provided, however, that occupancy of servant quarters by servants of the owner or lessee shall not be regarded as a breach of this condition. Any violation of the foregoing restrictions or conditions by party of the second part, his heirs or assigns, shall work a forfeiture of all title in and to the property hereby conveyed and the same shall thereupon revert to and become vested in the party of the first part its successors and assigns, who shall thereupon be entitled to the immediate possession thereof without notice or demand.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And the said party of the first part, for itself, its successors and assigns, does hereby covenant, promise and agree to and with the said party of the second part his heirs and assigns, that at the delivery of these presents it is lawfully seized in its own right of an indefeasible estate of inheritance in fee simple of in and to all and singular the above described and granted premises with the appurtenances, and that the same is free, clear, discharged and unincumbered of and from all other and former grants, charges, titles, estates, judgments, taxes, assessments and encumbrance of whatsoever nature and kind EXCEPT grants, titles, charges, judgments, liens and encumbrances executed, or suffered to be created by party of the second part or those holding under him; and except general taxes becoming due on or after the 1st day of January, 1922; and conditions, restrictions and easements of record and existing mineral lease of record. And that it will warrant and forever defend the said party of the second part his heirs and assigns against the said party of the first part, its successors and assigns, and all and every person lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its president and its corporate seal affixed this 5th day of September 1924.

(Corporate Seal)
Attest: F. H. Pratt, Secretary.

EXPOSITION HEIGHTS COMPANY,
By C. W. Brewer, -President.

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of September, 1924, personally appeared C. W. Brewer, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its -President and acknowledged to me th t he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. WITNESS MY HAND and official seal