

Margarett Hoskyns, of Sapulpa, Oklahoma, of the second part.

Witnesseth that the said party of the first part, in consideration of the sum of one and other valuable considerations dollars, the receipt whereof is hereby acknowledged, and the further consideration and as a condition of this deed of which the grantee 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 residence that shall cost less than \$3500.00 including subsidiary buildings and improvements 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 ten feet of the side street line and no garage, servants' house or other subsidiary buildings shall extend within ninety feet of the front lot line or within twenty five 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 servants' 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 the conditions hereof: Mary J. Barton, does 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 ten (10) block two (2), in Barton addition to the City of Tulsa, Oklahoma, according to the official 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 appurtenance hereunto belonging or in anywise appertaining forever.

And ^{said} Mary J. Barton, for her heirs, executors or administrators, does hereby covenant, promise and agree to and with said party of the second part, ^{that} at the delivery of these presents, she - lawfully seized in her 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, discharged and unincumbered of and from all former and other grants titles, charges, estates, judgements, taxes, assessments and incumbrances of what ^{nature} or kind soever, except party of the second part, is to pay the balance due on paying taxes assessed against the same, and that she will warrant and forever defend the same unto the said party of the second part, her heirs and assigns, against said party of the first part, her heirs, administrators, assigns, and all and every person or persons who may lawfully claim or to claim the same. All special assessment taxes shall be paid by the party of the second part.

In witness whereof, the said party of the first part has hereunto set her hand the day and year first above written.

Mary J. Barton.

State of Oklahoma)
County of Tulsa) SS On this 7th day of October, A.D. 1924, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared Mary J. Barton, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as ^{its} her, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written,

(SEAL) D.F. MacMartin, Notary Public.

My commission expires - - -

COMPARED BY 125 and 24