

493

272779 G.J.

GENERAL WARRANTY DEED

INTENTED TO BE CANCELLED
 2.00

THIS INDENTURE, Made this 12th day of November, 1924, between the SUNSET GARDENS COMPANY, a corporation, of Tulsa, Oklahoma, party of the First Part, and Ted Hackerud (whether one or more), of Tulsa, Oklahoma party of the second part.

WITNESSETH:

That in consideration of the sum of One Thousand Six Hundred Twenty-five and no/100 (\$1625.00), the receipt of which is hereby acknowledged, the party of the First Part does by these presents grant, bargain, sell and convey unto the 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:

Lot nine (9) in Block seventeen (17) in Sunset Terrace, an Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the plat thereof filed for record in the office of the County Clerk of Tulsa County, Oklahoma, on June 28, 1923.

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

The said Sunset Gardens Company does hereby covenant, promise and agree to and with the said party of the Second Part, that at the delivery of these premises, it is lawfully seized in its 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 of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatever nature and kind, except general or ad valorem taxes for the year 1924, and all subsequent years, and except all installments of assessments for special improvements becoming delinquent on or after June 1, 1923, payment of which excepted taxes and assessments is hereby assumed by second party, and except for easement or easements and reservations set forth and described in the recorded plat of said addition above referred to, which such easements and reservations are hereby accepted by second party as binding on him, his heirs and assigns, and that the First Party will warrant and forever defend the title to said property 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 all the stipulations, conditions and restrictions as set forth in and made a part of the plat of Sunset Terrace, as filed for record aforesaid, and now appearing of record in Book--- of Plats at page ---- of the records in the office of the County Clerk of Tulsa County, Oklahoma, which said conditions and restrictions are hereby referred to and incorporated herein and made a part hereof as fully as if the same were herein set out in full.

All said conditions and restrictions are hereby made obligatory and binding upon the Party of the Second Part, his heirs and assigns, and shall be restrictions running with the land, and for violation of any one or more of said restrictions or limitations, the Second Party herein, his heirs or assigns, shall be liable to the Party of the First Part herein, and to any and all other persons suffering loss or damage by reason of such violation; and the right is hereby reserved by First Party, and by the acceptance hereof, the Second Party hereby consents thereto, to restrain the party of the Second Part, his heirs or assigns, by due legal process, the performance by Second Party, his heirs or assigns, or by his agents, of any act, or omission to act, which shall constitute a violation or breach of any such limitations or restrictions.

IN WITNESS WHEREOF the Party of the First Part has hereunto caused its corporate name to be subscribed by its President, or Vice-President, with attestation by its Secretary, and its corporate seal to be hereunto affixed on the day above mentioned.