

covenants, and the sum of Nine Hundred (\$900.00) Dollars in hand paid by William B. Starmer, the receipt of which is hereby acknowledged, do --grant, bargain, sell and convey unto the said William B. Starmer of Tulsa County, State of Okla, party of the second part, his heirs and assigns, the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit: All of lot number five (#5) in block number eleven (#11) of University Park Addition to the City of Tulsa, according to recorded plat thereof,

according to official plat thereof duly recorded in the office of the County Clerk in and for Tulsa County, Oklahoma, to which reference is here made for a more full description of said property.

To have and to hold the same, together with all and the tenements hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

This conveyance is made and accepted upon each of the following conditions, which are hereby made covenants running with the land, and which shall apply to and be binding upon the Grantee, his heirs, devisees, executors, administrators, successors and assigns, viz:

That the property shall not be sold, conveyed, leased or rented to any person of African descent.

That nothing shall be built or placed on said property except dwelling houses and outhouses, and the minimum cost of the dwelling alone shall not be less than \$3500.00

That all houses shall face the street on which the lot faces, as shown on plat of University Park Addition filed for record; no building nor any part thereof, except steps or entrance approach without roof, shall be built or extend nearer than twenty-five (25) feet of the front lot line, and shall not be nearer than fifteen feet of the side street line, and no garage, servant's house or other subsidiary building on corner lot, shall be built nearer than twenty-five (25) feet of the side street line.

All restrictions shall be binding for a period of 20 years from January 1st, 1924.

Any violation of the foregoing conditions and restrictions, or any of them, by the grantee, his heirs or assigns, shall work a forfeiture of all title in and to the aforesaid lot, together with all and singular the hereditaments and appurtenance thereunto belonging. The aforesaid conditions and restrictions shall extend to and are hereby made obligatory upon the party of the second part, his heirs and assigns, for twenty years from January 1, 1924, But such reversion or forfeiture shall not affect any mortgage or other lien which may in good faith be existing thereon at the time a suit is brought for the enforcement of the reversion or forfeiture.

And the said E. P. Harwell and Mary W. Harwell do hereby covenant, promise and agree to and with the said party of the second part that at the delivery of these premises, we are lawfully seized in our 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 and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatsoever nature and kind, except general or ad valorem taxes for the year 1925 and all subsequent years, and except all installments of assessments for special improvements becoming delinquent on or after this date 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.

In Witness Whereof, The said party of the first part have hereunto set their

COMPARED BY
B. S. and
D. M.