

TRUSTEES DEED.

WHEREAS/ On the 17th, day of June 1909, Wesley P. Moore, E. Milton Latimer and J. L. Harnage, parties grantor, executed and delivered to the Union Trust Company, a corporation of the city of Tulsa, Tulsa County, Oklahoma, as trustee, a Deed of Trust, to the property therein described, known as the Burgess Hill Addition to the City of Tulsa, which deed was on the 17th, day of June 1909, recorded in the Office of the Register of Deeds of Tulsa County, Oklahoma, in Book 62, at page 444, in which deed the parties grantor covenanted and agreed to warrant and defend the title to said property, and every part and parcel thereof, to and unto all persons, firms or corporations to whom the said Union Trust Company, its successors or assigns may, as such Trustee, convey the same, against the claims of all persons whomsoever and did in said deed, ratify and confirm all acts which the said Trust Company might do thereunder.

NOW, THEREFORE, This indenture, made this 13th, day of July 1909, between the Union Trust Company, as such Trustee, party of the first part, in pursuance of the powers conferred upon it by said deed of trust and J. L. Harnage, party of the second part:

WITNESSETH: That for and in consideration of the sum of Eight Hundred and 00/100 Dollars, the receipt whereof is hereby acknowledged, the party of the first part, as such trustee, has granted, bargained, sold and conveyed, and by these presents doe grant bargain, sell and convey unto the party of the second part, his heirs and assigns, the following described real property, lying and situate in the Burgess Hill Addition to the City of Tulsa, Tulsa County, Oklahoma, to-wit:

Lots Nine (9) and Ten (10) in Block Thirteen (13) as per recorded amended plat thereof. Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, his heirs and assigns forever; provided always, that this grant and the covenants herein contained, are subject to a condition and reservation binding upon the parties, their heirs or assigns, that in no event shall the second party, his heirs or assigns, erect upon any portion of the premises, a building other than a dwelling house, and curtileges thereto and costing less than Fifteen Hundred \$1500.00 Dollars. It is understood and agreed that this deed shall be also a full and complete discharge and release of all rights, privileges, interests and liens held by grantors by virtue of that certain deed of trust and contract executed by E. Milton Latimer, et al. dated January 28, 1908, and recorded in the office of the Register of Deeds of Tulsa County, Oklahoma, in Book 51, Page 201.

The party of the first part covenants and agrees with the party of the second part that, the covenants of warranty and all covenants and agreements by the said parties grantor in said trust deed of date June 17th, 1909, shall run to the party of the second part herein, and that the party of the first part will, as such trustee, forever warrant and defend the title to the said property, in and to the party of the second part, his heirs and assigns, against all claims or acts of the first party and those of all persons claiming by, through or under it, and no other.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed in its behalf by its President, and attested by its Secretary, and the seal of the corporation hereto affixed, by authority of its Board of Directors and by-laws this 13th, day of July 1909.

Union Trust Company.

(CORPORATE SEAL)

By J. W. McLoud, President

Attest: H. C. Ashby, Secretary.