

the said party of the second part, his heirs and assigns all of the following described real estate, situated in the county of Tulsa, and State of Oklahoma, to-wit: Lots Nineteen (19) and Twenty (20) in Block Eight (8) Frisco Addition to the City of Tulsa, Oklahoma.

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.

And said Grant R. McCullough, Trustee, for his heirs, executors, administrators or successors as Trustee, does hereby covenant promise and agree to and with said party of the second part, that at the deliver of these presents said party of first party is lawfully seized in his own right of an absolute and indefeasible estate of inheritance, in fee simple, of, in and to 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 grants, titles, charges, judgments, taxes, assessments and incumbrances of what nature and kind soever and that he will warrant and forever defend the title to the same unto said party of the second part, his heirs and assigns against said party of the first part, his heirs and all and every person whomsoever, lawfully claiming or to claim the same.

It is further agreed and stipulated that this conveyance is made subject to the following conditions and stipulations.

1. That neither the party of the second part, nor his heirs, executors, administrators or assigns, or any person claiming under him, shall ever sell or rent said property, or any part thereof, to a negro or any person of African descent, but this provision shall not be construed to prohibit the erection and use of such servants house or houses thereon as shall be necessary to be used in connection with any residence erected on said premises for white persons.

11. Should the party of the second part, his executors, administrators, or assigns, or any other person claiming under him, violate any of the provisions hereof then the party of the first part shall have the right to enjoin the doing of same, and in the event the violation has already taken place, then such remedy shall go to the extent of the removal of any house erected on said premises that is not in compliance with the provisions hereof.

111. In the event that the remedy hereinbefore provided for, by injunction or otherwise should for any reason be insufficient and inadequate, then and in that event the title to said property shall revert to and re-vest in the party of the first part,

IV. In the event the property hereby conveyed shall revert to the party of the first part under the provisions hereof, the same shall be sold by the said party of the first part, or his successor, as Trustee, and the proceeds applied first to the payment of the balance of the purchase money thereof, and the remainder applied to the improvements of the streets of said addition.

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

Grant R. McCullough, Trustee.

State of Oklahoma County of Tulsa.

Before me, Roscoe Adams, a Notary Public in and for the said county and state on this 13th day of December, 1910, personally appeared Grant R. McCullough, Trustee, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

Roscoe Adams, Notary public in and for Tulsa  
County, Oklahoma

My commission expires June 6, 1914