

and conveying lots 3, 6, 9, 10, 11, 12, 13, and 14 in Block 7, of Buena Vista Park Addition to the City of Tulsa, certain building restrictions were established by the grantors therein, providing for the reversion of title in case of the violation of said restrictions, said restrictions being as follows, to wit:-

"All buildings erected on the above described lot to have a foundation not less than 20 by 30 feet in size, studding on said buildings to be not less than 16 feet high, and no house to be erected on said lots to cost less than \$2,000.00, and that no building shall be erected on said lots to be nearer than 25 feet from the front lot line, without the consent of the grantors in writing.

"Any violation of the foregoing conditions and restrictions by the grantee, his heirs or assigns, shall work a forfeiture to the title in and to said lots, and that the above conditions and restrictions shall extend to and are hereby made obligatory upon the party of the second part, and his heirs and assigns forever."

Whereas, the said restrictions and forfeiture provisions were not intended to invalidate or affect in any manner a lien or mortgage which might be placed on said property, or any part thereof, in good faith, or to prevent the owners of any part of said property from mortgaging same and creating a lien thereon which would be unaffected by the violation of said restrictions, but that any reversion of title under said forfeiture provisions should be subject to valid liens placed by the owners thereon in good faith.

Now, therefore, in consideration of the premises and the sum of \$1.00 in hand paid, the receipt of which is hereby acknowledged, Charles A. Sanderson does hereby covenant that, in so far as he is concerned, the said forfeiture provisions shall not affect the lien of any mortgage, deed of trust, or any other incumbrance, given in good faith on the said property or any part thereof, and that no defeasance by reason or any breach of the said restrictions on the part of the owners of said property or any part thereof, or any persons hereafter acquiring the same, shall affect or in any way invalidate the lien of any mortgage, deed of trust, or other incumbrance now existing, or which shall hereafter be placed on the said property or any portion thereof, and that such liens shall in every case remain unimpaired; and in case of any reversion of title to the said property or any part thereof under the said forfeiture provisions, the said premises shall remain subject to such liens or any renewal or extension of same and that the title of such mortgagee or lien holder shall in no wise be affected by the violation of such restrictions and the reversion of title thereunder.

IN WITNESS WHEREOF, the said Charles A. Sanderson has hereunto set his hand and seal, this Third day of August, 1922,

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Charles A. Sanderson.

Before me, the undersigned, a Notary Public in and for said County and State, on this Third day of August, 1922, personally appeared Charles A. Sanderson, 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) Fred S. Broach. Notary Public.

My Commission expires March 9, 1925.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 7, 1922 at 12 O'clock Noon.

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By F. Delman, Deputy.

(Seal) O. D. Lawson, County Clerk.