

217565 G. J. COMPARED

Jessie W. Farr---25397

WAIVER OF RESTRICTIONS.

KNOW ALL MEN BY THESE PRESENTS:-- That, whereas, in a certain Warranty Deed executed by Robt E. Adams, and wife, Arthur Newlin and wife, and H. L. Standeven and wife, to G. B. Stotts, on the 4th day of October, 1919, conveying Lot Ten (10) in Block Eleven (11) in Broadmoor Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof which said Deed is recorded on the 4th day of October, 1919, in Book 282, Page 51, of the records in the office of the county clerk of said County, contains certain restrictions and further provides that in case of violation of said restrictions said property reverts to the grantors, their heirs, administrators and executors.

Whereas, said restrictions and forfeitures 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 the same and creating a lien thereon which would be unaffected by a violation of said restriction; but that any reversion of title under said forfeiture provisions should be subject to liens placed thereon by the owners in good faith.

Now, therefore, in consideration of the premises and the sum of \$1.00 in hand paid, receipt of which is hereby acknowledged, Robt. E. Adams, Arthur Newlin, and H. L. Standeven, do hereby covenant that said forfeiture provisions shall not affect the lien of any mortgage, deed of trust or other encumbrance given in good faith on said Lot Ten (10) in Block Eleven (11) in Broadmoor Addition to the City of Tulsa, or any part thereof, and that no defeasance or reversion by reason of any breach of 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 encumbrance now existing or which shall hereafter be placed on 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 said property or any part thereof under said forfeiture provision, said premises shall remain subject to such liens or any renewal or extension of same and that the title of such mortgages or lien holders shall in no wise be affected by a violation of said restrictions and reversion of title thereunder.

In Witness whereof, the said Robt. E. Adams, Arthur Newlin and H. L. Standeven, have hereunto set their names this 21st day of December, 1922.

Robt E. Adams

Arthur Newlin

H. L. Standeven

Acknowledgment.

State of Oklahoma)
County of Tulsa) SS.

Before me, the undersigned, a Notary Public, in and for said county and State, on this 21st day of December, 1922, personally appeared Robt. E. Adams, Arthur Newlin and H. L. Standeven, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My commission expires Jan 12, 1926 (SEAL) G. C. McGilvray, Notary public
Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 23, 1922 at 11:10 o'clock A. M.
in Book 430, page 536

By F. Delman, Deputy

(SEAL) O. D. Lawson, county Clerk