

of one dollar (\$1.00) and other good and valuable considerations, cash in hand paid, receipt of which is hereby acknowledged, we, the undersigned, do by these presents waive and release the following conditions and restrictions, insofar as the same may affect, or does affect the following described property, to-wit:

Lot thirteen (13) in Block four (4) Ridgewood addition  
to the City of Tulsa, Tulsa County, Oklahoma, according  
to the recorded plat thereof,

That A. H. Matthews is hereby relieved from the restrictions shown in a certain deed dated April 24, 1921, and recorded in book 320 at page 556, of the records of Tulsa County, Oklahoma, wherein we deeded by general warranty deed the above described property to Margaret L. Shaffer, and said restrictions recited in said deed are hereby released and waived, and are made to read as follows:

"This conveyance is given subject to the following conditions and restrictions; that no residence shall be erected thereon costing less than \$5,000.00, inclusive of other subsidiary buildings and improvements on said lot, that the main portion of the residence built thereon, except open porches, shall not be built or extend within forty feet from the front line of said lot; that the lot or lots hereby conveyed shall not, within a period of ten years from this date, be used for business, apartmenthouse or any other than residence purposes; that only one residence shall be built on one lot; that no part of the lot or lots hereby conveyed shall ever be sold or rented, to, or occupied by any persons or African descent, commonly known as negroes, except that the building of a servants' house to be used only by the servants of the owners of the lot or lots hereby conveyed shall not be considered as a breach of the conditions hereof. It is further understood and agreed that these restrictions are covenants and shall be annexed to and run with the land and either the grantors herein or any owner of real estate in Ridgewood addition to the city of Tulsa, Oklahoma, shall have the right to enforce said restrictions in any court of competent jurisdiction, either by suit or injunction to prevent the violation of such restrictions, or to recover damages for a violation of such restrictions."

In witness whereof, we have hereunto set our hands and seals, this 16th day of December, 1922.

Katherine H. Parish,  
Walter W. Shaw, her attorney-in-fact.

Bessie W. Cox.  
Theodore Cox  
S. W. Parish  
Nettie F. Castle  
*R. W. Castle*

State of Oklahoma )  
County of Tulsa ) SS Before me, Josephine Ball, a Notary Public in and for the  
County and State, on this 16th day of December, 1922, personally appeared Theodore Cox, Bessie W. Cox, his wife, S. W. Parish, Nettie F. Castle, R. W. Castle, her husband, to me known to be the identical persons who executed the 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.

(SEAL) Josephine Ball, Notary Public.

My commission expires August 28, 1926.

State of Oklahoma )  
County of Tulsa ) SS Before me, Josephine Ball, a Notary Public, in and for said