

and sale of said premises, together with certain other rights to accrue upon violation of any of said restrictions; and, COMPARED

WHEREAS, Roy H. Gannon and Antonia Lutz, being the present owners in fee of the property above described, has negotiated with Gum Brothers Company, a corporation of Oklahoma City, Oklahoma, for a loan of Thirty-five Hundred (\$3500.00) Dollars, and to evidence said loan, has executed and delivered to the said Gum Brothers Company a promisory note in writing for said sum, together with real estate mortgage in writing securing the payment of said note, by which said mortgage the above described property is mortgaged and conveyed to the said Gum Brothers Company and its assigns, said mortgage being recorded in book -- of the mortgage records of said County, at page ___ on the 27th day of January 1923, at 11:45 o'clock A.M.;

WHEREAS, said Gum Brothers Company has refused to accept said loan and to pay out the proceeds thereof on account of the existence in said deed of said restrictions and provisions for reversion, and the said John H. Miller, Trustee, desires to waive said reversionary provisions and any and all rights which might accrue to him by reason of a violation of any of the restrictions contained in said deed, and to subordinate such rights to the lien of the said mortgage in order to perfect the title to the said property for the purpose of said loan, so that the said Gum Brothers Company may be induced to complete the same, and accept said mortgage and pay out the proceeds of said loan; and,

WHEREAS, the said restrictions have not been violated or attempted to be violated, and the said restrictions and forfeiture provisions were not intended to invalidate or affect in any manner the lien of mortgages 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 the restrictions contained in said deed, but that any reversion of title or reentry or sale of the property or any part thereof under said reversionary provisions, and any other right which might accrue by reason of violation of said restrictions, should be subject to liens placed on said property by the owners in good faith.

NOW, THEREFORE, in consideration of the premises, and the sum of One (\$1.00) Dollar, in hand paid, receipt of which is hereby acknowledged, the said John H. Miller, Trustee, hereby waives in favor of the said Gum Brothers Company and its assigns under the mortgage above described, all rights now existing or which may hereafter come into existence by reason of a violation of any of the restrictions contained in said deed, and does hereby covenant and stipulate that said forfeiture provisions, or provisions for reentry or sale shall not effect the lien of said mortgage; and that no defeasance or reversion by reason of breach of any of said restrictions on the part of the owners of said property or any part thereof, or any person hereafter acquiring the same, nor any reentry or sale of said property or any part thereof under said forfeiture provisions, nor the exercise of any right whatever which may now exist or which may hereafter come into existence on account of the violation of any of said restrictions, shall affect or in any wise invalidate the lien of said mortgage, and in case of any reversion of title or reentry or sale of said property or any part thereof, or the exercise of any other right under said forfeiture provisions, the lien of said mortgage shall remain unimpaired and shall be a valid lien on said property and upon the right or claim of the said John H. Miller, Trustee, or any other person or persons entitled to claim under him or by virtue of his trust, which may arise on account of violation of said restrictions or any of them and such reversion, right of reentry or sale, or any other right accruing by reason of a violation of said restrictions, shall be subject to the said described mortgage to Gum Brothers Company, which mortgage it is hereby expressly agreed shall be a valid lien on said property to all intents and purposes, the same as if said restrictions and forfeiture provisions had never been placed in said deed. It is further stipulated that all provisions hereof shall be