

to the City of Tulsa, According to the recorded plat thereof.

Dated this 9 day of October, 1922.

Jack East

F. A. Schmidt

STATE OF ARKANSAS)

WASHINGTON COUNTY)

SS. Before me, the undersigned, a Notary Public, in and for said County and State, on this 9 day of October, 1922 personally appeared F. A. Schmidt 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.

Witness my hand and official seal the day and year last above written.

My Commission expires Oct 24, 1923

(SEAL)

M. H. Cravens, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 15, 1923 at 2:20 o'clock P. M.

in Book 442, page 70, By Brady Brown (SEAL)
Deputy

O. G. Weaver, County Clerk

221867 C. J.

AGREEMENT OF SUBORDINATION.

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, on the 21st day of March, 1920, John H. Miller, Trustee, conveyed to Sam Smith by warranty deed, the following described property lying and situate in Tulsa County, State of Oklahoma, to-wit:

Lot Five (5), in Block Four (4) in Edgewood Place Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof,

which deed is recorded in Book 304 of the deed records of said County at page 193; and,

WHEREAS, the said deed contains certain restrictions against the alienation of and limiting the use and occupancy of the property covered thereby, and further provides that a violation of any of the restrictions contained in said deed should cause a reversion of the title to the said property to the said grantor, or should give rise to a right to re-entry and sale of said premises, together with certain other rights to accrue upon violation of any of the said restrictions; and,

WHEREAS, Rolland W. Steil being the present owner 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 promissory 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 1st day of February, 1923, at 2:10 P. M.; and,

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 said deed, but that any reversion would be unaffected by a violation of the restrictions contained in