

of title or reentry or sale of the property or any part thereof under said reversionary provisions, and 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 affect 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 any 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 this 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 applicable to any and all renewals or extensions of the said mortgage.

IN WITNESS WHEREOF, the said John H. Miller, Trustee, has hereunto set his hand this 12 day of February, 1923.

John H. Miller (Trustee)

State of Oklahoma)
County of Tulsa) SS.

Before, me, the undersigned, a Notary Public in and for said County and State, on this 12 day of February, 1923, personally appeared John H. Miller, Trustee, 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.

My commission expires April 24, 1926 (SEAL) Ray L. Hollis, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 15, 1923 at 2:20 o'clock P. M.
in Book 442, page 71

By Brady Brown, Deputy (SEAL) O. G. Weaver, county clerk

221873 C. J.

REAL ESTATE MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT.
I hereby certify that I received \$1.20 and issued
No. 7753 therefor in payment of mortgage
on the within mortgage.
Dated this 15 day of Feb. 1923
WILLIAM L. DICKEY, County Treasurer
R. J.

KNOW ALL MEN BY THESE PRESENTS, that Ruth I. Agard and R. H. Agard, her husband, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to southwestern Mortgage Company, Roff, Okla. party of the

second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: