

4-12
be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgage may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of eight per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waives notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands the day and year first above written.

O. E. Sievers

Lena M. Sievers

State of Oklahoma Tulsa County, ss.

Before me T. M. Hollyman, a Notary Public in and for said County and State, on this 13th day of February 1923, personally appeared O. E. Sievers and Lena M. Sievers, husband and wife 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 official hand and seal the day and year above set forth.

My commission expires August 10th 1925

(SEAL) T. M. Hollyman, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 15, 1923 at 10:50 o'clock A. M. in Book 442, page 75

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

221879 C. J.

WAIVER OF RESTRICTIONS.

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on the 28th day of August, 1922, the undersigned, Margaret E. Reynolds, together with her husband, W. A. Reynolds, executed and delivered to one A. J. Martin, a warranty Deed, conveying the land hereinafter described, which said deed was duly filed for record on September 12, 1922, in the office of the County Clerk, Tulsa county, Oklahoma, State of Oklahoma, and described as follows to-wit: Lot 5 in Block 4, in Hillcrest Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof; and

WHEREAS, said deed contained the following restrictions;

"That the lot or lots hereby conveyed, shall not within a period of ten years from this date, be used for any other than residence purposes; that no residence that shall cost less than \$7500.00 shall be built on the lot or lots hereby conveyed that no building or any part thereof, except steps or entrance approach without roof, shall be built or extend within twenty-five feet of the front lot line or closer than fifteen feet of the side street line, and no garage, servant's house or other subsidiary buildings shall extend to within ninety feet of the front lot line or within twenty-five feet of the side street line; that no part of the lot or lots hereby conveyed shall ever be sold or rented or occupied by any person of African descent, provided, however, that the building of a servant's house to be used only by servants of the