

owner or lessee of the lot or lots hereby conveyed, shall not be considered as a breach of the conditions hereof. Any violation of the foregoing condition and restriction by the party of the second part, his heirs and assigns, shall work a forfeiture to all title in and to said lots; " and,

WHEREAS, the aforesaid 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 prevent the owners of said property from mortgaging the same and creating a lien thereon, which would be unaffected by a violation of the restrictions contained in the provisions above referred to, or any re-entry or sale of the property by the grantors thereunder, should be subject to liens placed thereon by the owners in good faith;

NOW, THEREFORE, for and in consideration of the premises and one dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Margaret E. Reynolds, the sole beneficiary under the will of W. A. Reynolds, deceased, does hereby covenant and stipulate that the aforesaid forfeiture provision or provisions for re-entry and sale by the grantors, shall not affect the lien of any mortgage, deed of trust or other encumbrance given in good faith on said property or any part thereof, and does hereby covenant and agree that no defeasance or reversion by reason of any property or any part thereof, or any person hereafter acquiring the same, nor any re-entry or sale of said property, or any part thereof, of any mortgage, deed of trust, or other encumbrance now existing, or which shall hereafter be placed on said property, or any portion thereof and that such liens shall in every case remain unimpaired, and in case of any reversion of title of re-entry, or sale of said property or any part thereof under said provisions, the said premises shall remain subject to such liens or any renewal or extension of the same, and the title of such mortgages or lien holders shall in no wise be affected by a violation of said restrictions or by re-entry, sale or reversion, by virtue of a violation thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 8th day of February 1923.

Margaret E. Reynolds

State of Texas )  
County of El Paso ) SS.

COMPAKED

Before me, a Notary Public, in and for said County and State, on this 8 day of February 1923, personally appeared Margaret E. Reynolds, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires June 1, 1925

(SEAL)

Stella Capron, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 15, 1923 at 2:20 o'clock P.M.  
in Book 442, page 77

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk