

County Treasurer of Tulsa County

ACKNOWLEDGEMENT.

State of Oklahoma))SS
 County of Tulsa) Before me, U. D. Lawson, the County Clerk in and for said
 County and State, on this 6th day of December, 1922, personally appeared Wayne L.
 Dickey, to me known to be the duly qualified and acting County Treasurer of Tulsa,
 County, State of Oklahoma, and the identical person who executed the within and fore-
 going instrument for and on behalf of the State of Oklahoma, and acknowledged to me
 that he executed the same as his free and voluntary act and deed as such ^{county} treasurer,
 and as the free and voluntary act and deed of the state of Oklahoma for the uses and
 purposes therein set forth,

Witness my hand and seal, the date and year last above mentioned.

(SEAL) O. D. Lawson, County Clerk,
 Tulsa County, Oklahoma.

Filed for record in Tulsa County, Okla. on Feb. 28, 1923, at 2:00 P.M. and duly
 recorded in book 445, page 128, By Brady Brown Deputy,

(SEAL) O.G. Weaver, County Clerk.

223990 - BH

COMPALED

WAIVER OF RESTRICTIONS.

Know all men by these presents: That whereas, in a certain warranty deed executed
 by H. E. Bagby and Georgia B. Bagby, his wife, to G. B. Stotts on the 3rd day of
 May, 1922, conveying the north 50 feet of lot 10, in Block 16 in Broadmoor addition
 to the City of Tulsa, which said deed is recorded on the 3rd day of May, 1922 in
 Book 390, at page 84 of the records in the Office of the County Clerk of said
 County, contains a certain restrictions and further provides that in case of vio-
 lation of said restrictions said property reverts to the grantors.

Whereas, said restrictions and forfeiture provisions were not intended to invali-
 date or affect in any manner a lien or mortgage 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 said restrictions; but that any reversion of title
 under said forfeiture provisions should be subject to liens placed thereon by the
 owners in good faith.

Now, therefore, in consideration of the premises and the sum of \$1.00 in
 hand paid, receipt of which is hereby acknowledged, H. E. Bagby, does hereby
 covenant that said forfeiture provisions shall not affect the lien of any mortgage,
 deed of trust or other encumbrance given in good faith on the north 50 feet of lot 10
 in Block 16, in Broadmoor addition to the City of Tulsa, or any part thereof, and that
 no defeasance or reversion by reason of any breach of said restrictions on the part
 of the owners of said property or any part thereof, or any persons hereafter acquiring
 the same shall affect or in any way invalidate the lien 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 to said property or any part
 thereof under said forfeiture provision said premises shall remain subject to such
 liens or any renewal or extension of same and that the title of such mortgages or
 lien-holders shall in no wise be affected by a violation of said restrictions and
 reversion of title thereunder.