

Filed for record in Tulsa County, Okla. on Feb 17, 1923, at 11:10 A.M. and duly recorded in book 445, page 13, by Brady Brown, Deputy,

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

222094 - BH

AGREEMENT OF SUBORDINATION.

'COMPARED'

Know all men by these presents: That

Whereas, on the 17th day of November, 1922, John H. Miller Trustee, conveyed to L. E. Crume by warranty deed, the following described property lying and situate in Tulsa County, State of Oklahoma, to-wit:

Lot 22, in Block 3, Edgewood Place Addition
to the City of Tulsa, Oklahoma, according to
the recorded plat thereof,

which deed is recorded in book 431 of the deed records of said County at page 282; 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, L. E. Crume, being the present owner of the property above described, has negotiated with Gum Brothers Company, a corporation, of Oklahoma City, Oklahoma, for a loan of thirty five hundred (\$3,500.00) 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 6th day of February, 1923, at 3:00 P.M. and,

Whereas, said Gum Brothers Company has refused to accept said loan and 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 would be unaffected by a violation of the restrictions contained in said deed, but that any reversion 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)