

page 154, on the 27th day of March, 1923, at 3:10 P.M. and,

COMPARED

Whereas, said Gum Brothers Company has refused to accept said loan and to 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 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 protect 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 mortgagee 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 thereof, which would be unaffected by a violation of the restrictions contained in said deed, but that any reversion of title or re-entry or sale of the property or any part thereof under said reversionary provisions, and other right which might accrue by reason of violation of 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 re-entry or sale shall not affect the lien of said mortgage, and that no defeasance or reversion by reason 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 his trust, which may arise on account of violation of said restrictions, or any of them, and such reversionary 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 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 hereto set his hand this 16th day of April, 1923.

John H. Miller, (Trustee)