

State of Oklahoma, to-wit:

Lot 23, in Block 2, Edgewood Place addition to the City of Tulsa, according to the recorded plat thereof, which deed is recorded in book 302 of the deed records of said county at page 600, 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 grantors or their heirs, or should give rise to a right of reentry or sale of said premises, together with certain other rights to accrue upon violation of any of said restrictions; and,

Whereas, L. C. Brock, being the present owner in fee of the property above described, has negotiated with Gum Brothers Company, a corporation of Oklahoma City, Oklahoma, for a loan of thirty five hundred (\$3500.00) 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 425 of the mortgage records of said County, at page 169, on the 12th day of April, 1923, at 3:30 o'clock, P.M., and

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, Trustee, desired to waive said reversionary provisions and any and all rights which might accrue to them 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 title to 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 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 might be unaffected by a violation of the restrictions contained in said deed, but that any reversion of title or reentry or sale of property or any part thereof under said reversionary provisions, and any 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) 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 on said deed, and do hereby covenant and stipulate that said forfeiture provisions, or provisions for reentry or sale shall not affect the lien of said mortgage, and that no defeasance or reversion, by reason of breach 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