

236664 C.J. COMPARED

WAIVER OF RESTRICTION FOR PIONEER MORTGAGE
COMPANY LOAN

KNOW ALL MEN BY THESE PRESENTS: That a certain Warranty Deed, dated January 13, 1923, wherein Theodore Cox, Bessie W. Cox, S.W. Parish, Katherine H. Parish, By Walter W. Shaw, her attorney in fact, Nettie F. Castle and R. W. Castle, of Tulsa, Oklahoma, conveyed to Lucille Frickel the following:

Lot Four (4) in Block One (1) Ridgewood Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof

That no residence shall be erected thereon costing less than \$5000.00 inclusive of other subsidiary buildings and improvements on such lot; that the main portion of the residence built thereon except open porches, shall not be built or extend within forty (40) feet from the front lot line; that the lot or lots hereby conveyed shall not within a period of ten years from this date, be used for business apartment houses or any other than residence purposes; that only one residence shall be built on one lot; that no part of the lot or lots hereby conveyed shall ever be sold or rented to or occupied by any persons of African descent, commonly known as negroes, except that the building of a servants house to be used only by the servants of the owners of the lot or lots hereby conveyed shall not be considered as a breach of the condition hereof, Any violations of the foregoing conditions and restriction by the grantee, his heirs or assigns shall work a forfeiture to all title in and to said lot and are hereby made obligatory upon the party of the second part, his heirs and assigns forever, together with all and singular the hereditaments and appurtenances thereunto belonging.

That Lucille Frickel is now the owner of the above described lots and has applied to The Pioneer Mortgage Company for a loan of \$7000.00 and as security for said loan has offered to execute a mortgage on the above described property for the above amount, but that the said Pioneer Mortgage Company is unwilling to make said loan and accept said mortgage because of the conditions and provisions for reversion in said ^{deed} aforesaid.

Now therefore in consideration of \$1.00 in hand paid to the said Theodore Cox, Bessie W. Cox, S. W. Parish Katherine H. Parish, By Walter W. Shaw, her attorney in fact, Nettie F. Castle, and R. W. Castle, and the further consideration that the said Pioneer Mortgage Company will pay out of the proceeds of said loan to the said Mortgagor and in consideration of the acceptance of said mortgage by Mortgagee, the said Theodore Cox, Bessie W. Cox, S. W. Parish, Katherine H. Parish, By Walter W. Shaw, her attorney in fact, Nettie F. Castle, and R. W. Castle, hereby agree, in the event of a breach of the conditions provided for in said deed and in the event of reversion of said property by reason of said breach, that said reversion shall be junior and subject to said mortgage lien, providing however that said Theodore Cox, Bessie W. Cox, S. W. Parish, Katherine H. Parish, By Walter W. Shaw, her attorney in fact, Nettie F. Castle and R. W. Castle, do not in any wise assume any personal liability for the payment of said note and mortgage, and providing further that this shall not be misconstrued as a waiver of any of said conditions except as herein stated.

Signed and delivered this the 28 day of February, 1923.

Theodore Cox
Bessie H. Cox
F. W. Parish

Katherine H. Parish
By Walter W. Shaw
Nettie T. Castle
R. W. Castle

STATE OF OKLAHOMA)
TULSA COUNTY) SS.

Before me, the undersigned, a Notary Public, within and for said county