

for the uses and purposes therein set forth.

(SEAL) E. M. Isbell, Notary Public.

My commission expires May 8, 1927.

Filed for record in Tulsa County, Okla. on July 26, 1923, at 3:40 P.M. and duly recorded in book 467, page 27, By Brady Brown, Deputy,

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

236663 - BH COMPARED

WAIVER OF RESTRICTION FOR PIONEER MORTGAGE COMPANY LOAN.

Know all men by these presents: That a certain warranty deed, dated September 15th, 1920, wherein S. W. Parish and his wife Katherine H. Parish and Nettie F. Castle and her husband R. W. Castle, of Tulsa, Oklahoma, conveyed to Theodore Cox and undivided two-thirds interest in the:

South 20 feet of lot twenty (20) and the north
35 feet of nineteen (19) block seven (7) in Ridgewood
Addition to the City of Tulsa, Oklahoma, according to
the recorded plat thereof;

And a certain warranty deed dated October 30th, 1920, wherein Theodore Cox and his wife, Bessie W. Cox, conveyed to Margaret L. Shaffer, all of the

South 20 feet of lot twenty (20) and the north 35 feet
of lot nineteen (19) block seven (7) in Ridgewood addition
to the City of Tulsa, Oklahoma, according to the recorded
plat thereof, which contains the following:

'That no residence shall be erected thereon less than two stories in height costing less than \$10,000.00 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 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 house 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, excepting that the building of a servant's 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 covenants hereof. Any violation of the foregoing conditions and restrictions by the grantee their heirs or assigns, shall work a forfeiture to all title in and to and are hereby made obligatory upon the party of the second part her heirs and assigns forever, together with all and singular the hereditaments and appurtenances thereto belonging'.

That Margaret L. Shaffer is now the owner of the above described lots and has applied to The Pioneer Mortgage Company for a loan of \$6000.00 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 mortgage because of the conditions and provisions for reversion in said deed aforesaid.

Now therefore in consideration of \$1.00 in hand paid by the said Theodore Cox and Bessie W. Cox, his wife, S. W. Parish and Katherine H. Parish, his wife, and Nettie F. Castle and R. W. Castle, her husband and the further consideration that the

467