

sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first party waives notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisement laws.

In witness whereof, said party of the firstpart has hereunto set his hand this 23rd day of August, 1923.

Fred W. Steiner.

State of Oklahoma)
County of Tulsa) SS
Before me, a Notary Public, in and for the above named County and State, on this 23rd day of August, 1923, personally appeared Fred W. Steiner, a single man, to me/known personally to be the identical person whom executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

(SEAL) Iva Latta, Notary Public.

My commission expires March 31, 1926.

Filed for record in Tulsa County, Okla. on Aug. 24, 1923, at 3:40 P.M. and recorded in book 467, page 373, By Brady Brown, Deputy

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

238705 - BH

COMPARED

WAIVER OF RESTRICTIONS FOR PIONEER MORTGAGE COMPANY LOAN.

Know all men by these presents: That a certain warranty deed dated April 25th, 1919, wherein Theodore Cox and his wife Bessie W. Cox, S. W. Parish and wife, Katherine H. Parish by Walter Shaw, her attorney-in-fact, and Nettie F. Castle and her husband R. W. Castle, conveyed to G. Earl Shaffer, all of

lot nine (9) in Block six (6) Ridgewood addition to
the City of Tulsa, Oklahoma, according to the

recorded plat thereof, which contained the following:

"That no residence shall be erected thereon less than two stories in height costing less than \$10,000⁰⁰ inclusive of other subsidiary buildings and improvements on such lot; that the main portion of the residence built thereon except upon 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 person of African descent commonly known as Negroes, excepting that the buildings 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 grantees, 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, their heirs and assigns forever, together with all and singular the hereditaments and appurtenances thereunto belonging."

That Marie Mead is now the owner of the above described lot, and has applied to the Pioneer Mortgage Company for a loan of \$8,000.00 and as security for said loan has offered to execute a mortgage on the above described property for the above amount, but that the

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