

and State, on this 4th day of April 1924, personally appeared S. C. Estey to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth, and that he is authorized and empowered by such corporation to execute said instrument.

My commission expires: April 13, 1924 (SEAL) Beatrice Hoff, Notary Public
 Filed for record in Tulsa County, Tulsa Oklahoma, Apr 10, 1924 3:40 o'clock P. M. in Book 487, page 255

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

255460 C.J.

AGREEMENT OF SUBORDINATION

(Deed Form)

COMPARE

487

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, on the 29th day of December, 1923, Sunset Gardens Company, a corporation, conveyed to A. D. Mac'Donell by warranty deed, the following described property lying and situate in Tulsa County, State of Oklahoma, to-wit:

Lots One (1), Five (5) and Six (6), in Block One (1), in Riverside Drive Addition to the City of Tulsa, according to the recorded second amended plat thereof,

which deed is recorded in book 482 of the deed records of said county, at page 376; 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, A. D. MacDonell 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 Forty Thousand (\$40,000.00) 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 318, on the 26th day of March, 1924, at 8 o'clock A. 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 Sunset Gardens Company, a corporation desire 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 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 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 would be unaffected by a violation of the restrictions contained in said deed, but that any reversion of title or reentry or