

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. **COMPARED**

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 Sunset Gardens Company hereby waive 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 in 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 which may hereafter come into existence on account of the violation of any of said restrictions, shall affect or in any wise invalidate the lien of said mortgage, and in case of any reversion of title or reentry or sale of said property or any part thereof, or the exercise of any other right under said forfeiture provisions, the lien of said mortgage shall remain unimpaired and shall be a valid lien on said property and upon any right or claim of the said Sunset Gardens Company, their heirs, successors or assigns, arising on account of violation of said restrictions or any of them, and such reversion, right of reentry or sale, or any other right accruing by reason of a violation of said restrictions, shall be subject to the said described mortgage to Gum Brothers Company, which mortgage it is hereby expressly agreed shall be a valid lien on said property to all intents and purposes, the same as if said restrictions and forfeiture provisions had never been placed in said deed. It is further stipulated that all provisions hereof shall be applicable to any and all renewals or extensions of the said mortgage.

PROVIDED the provisions hereof shall continue in full force and effect and operate in favor of any such mortgagees, lien holders or encumbrancers who may acquire said property or any part thereof under and by virtue of foreclosure of any such mortgages, deeds of trust, other liens or encumbrances, and purchasers from them or any of them, and the title so acquired by such mortgagees, lien holders or encumbrancers, and any mortgage, deed of trust or other lien by them taken from their vendees, shall be taken and held to be free from any right of reversion, reentry or sale by virtue of a violation of the restrictions hereinbefore referred to.

IN WITNESS WHEREOF, the said Sunset Gardens Company have herunto set their hands this 8th day of April, 1924,

Attest:

T. W. McKenzie

Secretary

(CORPORATE SEAL)

SUNSET GARDENS COMPANY

A. L. Farmer

President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of April, 1924, personally appeared A. L. Farmer to me known to be the identical person who subscribed the name of the maker thereof to the within and 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.

My commission expires April 3, 1927

(SEAL)

Lois Greene, Notary Public