

#259690 NS

COMPARED

WAIVER OF RESTRICTIONS.

KNOW ALL MEN BY THESE PRESENTS;

THAT WHEREAS, the SUNSET GARDENS COMPANY, a corporation of Tulsa, Tulsa County, Oklahoma, by various plats and dedications thereof, now of record in the office of the County Clerk of Tulsa County, Oklahoma, did plat a certain Addition to the City of Tulsa, Oklahoma, known as Riverside Drive Addition, and did from time to time plat and subdivide various blocks in said Addition by supplemental and amended plats now of record in the office of the County Clerk of said Tulsa County, Oklahoma, and

WHEREAS, the deeds conveying lots in said Riverside Drive Addition, or portions thereof, made and filed by the said Sunset Gardens Company, contained restrictions as follows;

That the lot or lots hereby agreed to be conveyed shall not within a period of twenty (20) years from this date be used for any other than residence purposes; only one residence designed for the occupancy of one family shall be erected on each lot; no residence shall cost less than Seven Thousand Five Hundred dollars including subsidiary buildings and improvements constructed on the lot or lots hereby conveyed; no building or any part thereof, except steps or entrances or approaches without roof, shall be built or extended within 30 feet of the front lot line and no garage, servants' house or other subsidiary building shall extend within ninety feet of the front lot line; that no part of the lot or lots hereby conveyed shall ever be sold or rented or occupied by any person of African descent known as negroes; provided, however, that the building of a servants' house to be used only by servants of the owner or lessee of the lot or lots hereby conveyed shall not be a violation of the last restriction hereinabove written; that the houses to be erected on this lot shall be not less than --- stories, and any violation of these restrictions or any one thereof shall work a forfeiture of the lands herein conveyed unto the grantor herein, its successors and assigns.

WHEREAS, the said restriction 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 restriction contained in said provisions, but that any reversion of title under said provisions, or any re-entry or sale of the property by the grantors thereunder, should be subject to liens placed thereon by the owners in good faith.

NOW THEREFORE, in consideration of the premises, the said Sunset Gardens Company does hereby covenant and stipulate that the said forfeiture provisions, or provisions for re-entry and sale by the grantor, shall not affect the lien of any mortgage, deed of trust, or other encumbrances given in good faith on said property, or any part thereof, and does hereby covenant and agree that no defeasance or reversion by reason of any breach of the said restrictions on the part of the owners of said property or any part thereof, or any person hereafter acquiring the same, nor any re-entry or sale of said property, or any part thereof under said provisions, shall effect or in anywise invalidate the lien of any mortgage, deed of trust, or other encumbrance now existing, or which shall hereafter be placed on said property, or any portion thereof, and that such liens shall in every case remain unimpaired and in case of any reversion of title or re-entry or sale of said property or any part thereof under said provisions, the said premises shall remain subject to such liens or any renewal or extension of the same, and that the title of such mortgages or lien holders shall in no wise be affected by a violation of said restriction or by re-entry, sale or reversion, by virtue of a violation thereof.

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