

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its Vice-President, attested by its secretary and its corporate seal to be affixed, this 15th day of August, 1924.

(Corporate Seal) Attest: L. H. Norris, Secretary. GUM BROTHERS COMPANY  
By John L. Hill, *Vice President*

STATE OF OKLAHOMA, }  
COUNTY OF OKLAHOMA. } SS.

Before me, a Notary Public in and for said County and State, on this 15th day of August, 1924, personally appeared John L. Hill to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice 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.

(Seal) Emma L. Powell, Notary Public.

My commission expires May 21, 1928.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 9, 1924 at 4:00 P. M. o'clock

recorded in book 496, page 465.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

269190 -CW.

#### WAIVER OF RESTRICTIONS.

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the undersigned Gertrude F. Grant and her husband, B. W. Grant, are the owners of and now reside on the following described property, to-wit: Lot number seven (7) and Lot Eight (8), in Block Seven (7) Orcutt Addition to the City of Tulsa, Tulsa County, Oklahoma. and,

WHEREAS, J. M. Allen is now the owner of and in possession of Lots One (1) and Two (2), Block Seven (7), Orcutt Addition to the City of Tulsa, Tulsa County, Oklahoma, the original grant of which said lots was made by deed from S. A. Orcutt and Sallie E. Orcutt, his wife, to E. J. Waldbart, in which deed there was contained the following restriction, to-wit: "This reservation: That in no event shall the parties of the second part his heirs or assigns, erect on said premises a building other than a residence and curtilages costing not less than \$2,000.00. A violation of this provision shall render this conveyance of no effect." and

WHEREAS, the aforesaid property owned by the undersigned is immediately adjacent on the South side to the M. J. Allen property:

NOW, THEREFORE, in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable considerations, by the said J. M. Allen to the undersigned, the said Gertrude F. Grant and B. W. Grant, hereby waive and renounce the force and effect of the above named and foregoing restriction in so far as the same might be construed to prevent the said J. M. Allen or his assigns, from erecting and operating on any portion of Lots One (1) and Two (2) above named, apartment house, residences and gasoline and oil filling stations; and like wise the said parties also waive and renounce the force and effect of said restrictions insofar as the same might be construed to prevent the said J. M. Allen, or his assigns, from erecting and operating on said Lot One (1) above named, or any portion thereof, buildings or improvements to be used as stores or general merchandise establishments. In no other respect do the undersigned waive any rights that they may have under the aforesaid restrictions.

Dated this the 24th day of September, 1924.

STATE OF OKLAHOMA, }  
COUNTY OF TULSA. } SS.

Gertrude F. Grant.  
B. W. Grant.

On this the 24 day of September, 1924, before me, the undersigned a Notary Public in and for said County and State, personally appeared Gertrude F. Grant and B. W. Grant, her husband, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and