

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 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 in said property by the owners in good faith.

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 Effie D. Douglass, hereby waives 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 thereafter acquiring the same, or 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 anywise 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 or the said Effie D. Douglass, 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. Is it 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 mortgages, lien holder or encumbrances 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 to ^{to} 20 acquired by such mortgages, lien holders or encumbrances, and any mortgage, deed of trust or other lien by them taken from vendees, shall be taken and held to be free from any right of reversion, reentry, sale by virtue of a violation of the restrictions hereinbefore referred to.

In witness whereof, the said Effie D. Douglass has hereunto set her hand this 25th day of November, 1924.

Effie D. Douglass.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and from said County and State, on this 25th day of November, 1924, personally appeared Effie D. Douglas, to me known