

free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal, the day and year above set forth. George P. Bonnett, Notary Public.
My commission expires July 9th 1927.
5th day of December, 1924 at 4:35 P.M. and recorded -
Filed for recorded in book 499, page 346.

By Brady Brown, Deputy.

(Seal) O. G. Weaver, County Clerk

#273593-CW.

WAIVER OF RESTRICTION

KNOW ALL MEN BY THESE PRESENTS: That a certain Warranty Deed, dated May 1st, 1919, wherein Theodore Cox and his wife, Bessie W. Cox, S. W. Parish and his wife Katherine H. Parish by John R. Woodard, her attorney-in-fact, and Nettie F. Castle and her husband, R. W. Castle, conveyed to Lulie M. Shields all of the

Lot Four (4) in Block Seven (7), Ridgewood Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, which contains the following:

"That no residence shall be erected thereon less than two stories in height costing less than \$10,000.00, inclusive of other subsidiary buildings and improvements on such lot; that the main portion of the residence built thereon except upon porches shall not be built or extend within 40 feet from the front lot line; that the lot or lots hereby conveyed shall not, within a period of ten years from this date, be used for business apartment house or any other than residence purposes; that only one residence shall be built on one lot; that no part of the lot or lots hereby conveyed shall ever be sold or rented to or occupied by any persons of African descent, commonly known as Negroes, excepting that the building of a servant's house to be used only by the servants of the owners of the lot or lots hereby conveyed shall not be considered as a breach of the covenants hereof. Any violation of the foregoing conditions and restrictions by the grantee, their heirs or assigns, shall work a forfeiture to all title in and to and are hereby made obligatory upon the party of the second part, their heirs and assigns forever, together with all and singular the hereditaments and appurtenances thereunto belonging."

That Irving Williams is now the owner of the above described lot, and has applied to the Pioneer Mortgage Company for a loan of \$6,500.00, and as security for said loan, has offered to execute a mortgage on the above described property for the above amount, but that the said Pioneer Mortgage Company is unwilling to make said loan and accept said mortgage because of the conditions and provisions for reversion of said deed aforesaid.

NOW, THEREFORE, in consideration of \$1.00 in hand paid to the said Theodore Cox and Bessie W. Cox, his wife, S. W. Parish and Katherine H. Parish, his wife, by John R. Woodard, her Attorney-in-fact, and Nettie F. Castle and R. W. Castle, her husband, and the further consideration that the said Pioneer Mortgage Company will pay out the proceeds of said loan to the said mortgagor and in consideration of the acceptance of said mortgage by mortgagor, the said Theodore Cox and Bessie W. Cox, his wife, S. W. Parish and Katherine H. Parish, his wife, by John R. Woodard, her Attorney in-fact, and Nettie F. Castle and R. W. Castle, her husband, hereby agree, in the event of a breach of the conditions provided for in said deed and in event of reversion of said property by reason of said breach, that said reversion shall be junior and subject to said mortgage lien, providing however, that said Theodore Cox and Bessie W. Cox, his wife, S. W. Parish and Katherine H. Parish, his wife, by John R. Woodard, her attorney-in-fact, and Nettie F. Castle and R. W. Castle, her husband, do not in any wise assume any personal liability for the payment of said note and mortgage, and providing further that this shall not be misconstrued as a waiver of any of said conditions except as herein stated.

Signed and delivered this, the 20th day of June, 1924.

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