

Miscellaneous Record No. 4

539

1922 Fee \$1.00
C
RECORDED NO. 28

This agreement made and entered into this ____ day June, 1922, by and between John F. Loos and Kate A. Loos, his wife, Sophia Blim and Frank A. Blim, her husband, Lester F. Mulford and Helen Mulford, his wife, Sarah L. Wallace, a widow Ellen Pines and Edward Pines, her husband, Charles W. M. Randall, and Rose Randall, his wife, Benjamin T. Jones and Mattie L. Jones, his wife, Haddie Fluent and Frank H. Fluent, her husband, Charles Ackerman and Blanche B. Ackerman, his wife, and Ella F. Turner, all residents of Waterloo, Black Hawk County, Iowa, WITNESSETH:

That the said parties, their husbands and wives are owners of certain real estate hereinbefore described as follows, to-wit:

1. Sophia Blim and Frank A. Blim, her husband, are the owners of Lot Number Seven (7) of Auditor Francis' Plat No. 2 of Hardy & Virden's Addition to the city of Waterloo, Iowa.
2. Lester F. Mulford and Helen Mulford, his wife, are the owners of the West Twenty-four (24) feet of the East Forty-eight (48) feet of Lot Five (5), Krapfel's Sub-division to the City of Waterloo, Iowa.
3. Ella F. Turner is the owner of Lot Number Four (4) and the sixteen (16) feet west and adjoining in Krapfel's Sub-division, City of Waterloo, Iowa.
4. Benjamin T. Jones and Mattie L. Jones, his wife, are the owners of Lot Number Six (6) in Auditor Francis' Plat No. 2 of Hardy & Virden's Addition to the City of Waterloo, Iowa.
5. Charles W. M. Randall and Rose Randall, his wife, are the owners of Lot Number Five (5) in Auditor Francis' Plat No. 2 of Hardy & Virden's Addition to the City of Waterloo, Iowa.
6. Ellen Pines and Edward Pines, her husband, are the owners of the West Thirty-three (33) feet of Lot Number Ten (10) in Auditor Francis' Plat No. 2 of Hardy and Virden's Addition to the City of Waterloo, Iowa.
7. Charles J. Ackerman and Blanche B. Ackerman, his wife are the owners of the east Thirty-three (33) feet of Lot Number Ten (10) in Auditor Francis' Plat No. 2 of Hardy & Virden's Addition to the City of Waterloo, Iowa.
8. Haddie Fluent and Frank H. Fluent, her husband are the owners of the east Forty (40) feet of the West Eighty-four (84) feet of Lot Five (5) Krapfel's Subdivision of the city of Waterloo, Iowa.
9. Sarah L. Wallace, a widow, and John F. Loos and Kate A. Loos, his wife, are the owners of the east Twenty-four (24) feet of Lot Five (5) in Krapfel's Sub-division in Waterloo, Iowa.
10. Walter F. Lovett, single is the owner of Lot #8 in Auditor Francis Hardy & Virden Plat #2, Waterloo, Iowa.

That the said parties, owners of the property as aforesaid, do hereby mutually covenant and agree together, in consideration of the promises herein made each to the other, that the covenants and promises herein contained shall be binding upon themselves, their heirs, representatives or assigns and that the use and sale of the real estate owned by each of them herein described shall be restricted as follows:

That no part of said real estate shall be sold, conveyed, rented to or occupied by any negro or person of the African, Chinesse or Japanese race, nationality or descent.

This contract is made for the use and benefit of any and all persons who now own or who may hereafter acquire any real estate within the territory aforesaid or any interest therein, and may be enforced by any appropriate legal or equitable proceedings, and any breach thereof shall give rise to a cause of action for damages in favor of any and every person entitled to the benefits hereof and to the full extent of the loss or injury which he may sustain by reason of such breach.

It is hereby further mutually agreed by and among all the parties hereto that the use of any portion of said premises in violation of this contract or the occupancy of any portion thereof by a person belonging to any of the excluded classes aforesaid, shall constitute a nuisance which may be abated at the suit of any party hereto or of the subsequent owner of any portion of said premises in any appropriate legal or equitable pro-

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ceedings; and a person occupying any portion of said real estate under a lease or contract in violation of the provisions hereof may be removed therefrom upon three day's notice in writing at the suit of any owner of real estate located within the territory covered by this contract,

Provided, however, that a breach of any of the foregoing conditions shall not defeat the lien of any mortgage or trust deed made in good faith and for value, covering any part of said premises but said conditions shall be binding upon the owner thereof whose title shall have been acquired by foreclosure, trustee's sale or otherwise as to any breach occurring after such sale, provided also that the restrictions herein contained shall in all respects terminate and be of no further effect, either in law or equity, after January 1st, 1960.

Mrs Haddie Fluent
F.H. Fluent
Sophia Blim
Frank A. Blim
Ella F. Turner
John F. Loos
Kate A. Loos
Chas. W.M. Randall, Jr.
Rose Randall

Mrs Ellen Pines
Charles J. Ackerman
Blanche B. Ackerman
B.T. Jones
Mrs Mattie L. Jones
Sarah L. Wallace
Lester F. Mulford
Helen M. Mulford
Walter F. Lovett

STATE OF IOWA, BLACK HAWK COUNTY, SS.

On this 17th day of June, A.D. 1922, before me personally appeared, Haddie Fluent and F.H. Fluent, her husband, Sophia Blim and Frank A. Blim her husband, Ella F. Turner single, John F. Loos and Kate A. Loos, his wife, Charles W.M. Randall and Rose Randall, his wife, Mrs Ellen Pines, Clyde J. Ackerman and Blanch B. Ackerman, his wife, B.T. Jones appearing herein as Benjamen T. Jones and Mattie L. Jones, his wife, Sarah L. Wallace single, Lester F. Mulford and Helen M. Mulford, his wife, and Walter F. Lovett, single, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

SEAL L. E. Park
Notary Public in and for said County.

Filed for Record this 14th day of Aug A.D. 1922 at 3:10 P.M.

Jennie S. Bird, Recorder, ES

#5985 Fee \$1.20 ✓

(IN DUPLICATE)

THIS ARTICLE OF AGREEMENT:

Made and entered into this 7th day of August A.D. 1922, by and between Harvey E. Tyler and Mrs Harvey E. Tyler, husband and wife, of the County of Cook in the State of Illinois, parties of the first part, and