

RESTRICTION CONTRACT.

No. 4798 Fee \$4.10
 KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, owners and the husbands and wives of owners, of certain real-estate hereinafter described set opposite our names and located within the Northeast Quarter ($\frac{1}{4}$) and the North One Hundred Sixty (160) Feet in width of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty Four (24) in Township Eighty Nine (89) North, of Range Thirteen (13) West of the Fifth P.M. in the City of Waterloo, Black Hawk County, Iowa, do hereby mutually covenant and agree together in consideration of the promises herein made each to the other, our covenants and promises being equally binding upon our heirs, legal representatives or assigns, that the use and sale of the real-estate owned by us as hereinafter described shall be restricted as follows:

That no part of said real-estate shall be sold, conveyed, rented to or occupied by any Negro, Indian, or person of the African, Chinese, Japanese, Greek, Italian, Serbian or Bulgarian 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. Any sale of real-estate effected by this contract which may be ⁱⁿ violation of its terms by any subsequent owner thereof shall cause the real-estate so sold to revert to the present owner, his heirs, legal representatives or assigns, provided suit be instituted for that purpose before the title thereto passes beyond such forbidden purchaser and in no event later than one year from and after such forbidden sale, but every sale shall be presumed to be in compliance herewith until the contrary is shown; and any such use or occupancy by a tenant shall have the effect to terminate his lease, and any such use or occupancy by a person holding any portion of said real-estate under contract of sale shall work a forfeiture of his contract.

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 proceedings; 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, 1930.

Signed at Waterloo, Iowa, this first day of April A.D. 1914.

Ben J.
 Ada C.
 E. J. H.
 H. H. P.
 G. H.
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NAME		DESCRIPTION of PROPERTY
Ben J. Howrey	Husband	Lots 2 and 4, Blk. 9, Rose Hill Addition.
Ada C. Howrey	Wife	All Block 15
E. J. Hanna	Wife	All Block 1, First
H. H. Hanna	Husband	All Block 2, Replat
G. H. Jameson	Husband	Lots 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, " " " "
Clara Jameson	Wife	Lots 1, 2, 3, 4, 5, 12, 13, 18, 14, 17, " " " "
		Block 5, " " " "
		Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, " " " "
		Block 6, " " " "
		All of Block No. 1, " " " "
		" " " 2, " " " "
		" " " 3, " " " "
		" " " 4, except Lots " " " "
		1, 2, and 3, " " " "
		All of Block No. 5, " " " "
		" " " 6, " " " "
		Lots 4, 5, 6 and 7, Block No. 7, " " " "
		All of Block No. 8, " " " "
		" " " 9, " " " "
		Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 18, 19, 12, 17, " " " "
		20, 21, 22, Block No. 10, " " " "
		Lots 13, 14, 15, Block 10, " " " "
		" " " 1, 2, 3, 6, 7, 10, 11, 12, 5, 8, " " " "
		Block No. 11, " " " "
		Lots 1, 2, 3, 4, 5, 6, 9, 12, " " " "
		Block No. 12, " " " "
		Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, " " " "
		12, 15, 16, Block No. 13, " " " "
		Lots 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, " " " "
		13, 14, 15, 16, 17, 18, 19, 21, 22, " " " "
		Block 14, " " " "
		All of Block No. 16, " " " "
		Lot 1, Block 7, " " " "
		Lot 2, 3, 18, 20, Block 4, Replat. " " " "

STATE OF IOWA,) ss.
Wright County,)

BE IT REMEMBERED, that on this 14 day of May A.D. 1914, before me personally appeared G.H. Jameson and Clara Jameson, his wife, to me known to be persons who signed the foregoing restriction contract and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and Notarial seal the day and year last above written.

Seal. L.L. Beinhauer.
Notary Public.

Name		Description of Property.
George B. McWilliams	Husband	Lot 2, Block 1, Howrey & McWilliams Addition.
Maude E. McWilliams	Wife	Lot 9, " 5, Howrey & McWilliams Addition
		" 9, " 8, " " " "
		" 9&10, " 9, " " " "
		" 3, 18, 19 " 2, " " " Replat.
		" 2, 4, 8, 9, 15, Block 3, Howrey & McWilliams Replat.
		Lot 2, 4, 8, 9, 15, Block 3, Howrey & McWilliams Replat.
		Lot 1, 7, 8, 10, Block 4, Howrey & McWilliams Replat
		Lot 8, Block 5, Howrey & McWilliams Replat
George B. McWilliams	Husband	Lot 1, Block 1, Howrey & McWilliams Addition
Maude E. McWilliams	Wife	" 18, " 5, " " " "
Benjamin J. Howrey	Husband	" 2, 5, " 7, " " " "
Ada C. Howrey	Wife	
George B. McWilliams	Husband	Lot 13, Block 7, Howrey & McWilliams Addition
Maude E. McWilliams,	Wife	" 12, " 8, " " " "
		" 12, 18, 23, 26 " 9, " " " "
L.G. Adams	Husband	" 7, 18, 22 " 10, " " " "
Ursa Adams	Wife	
Benjamin J. Howrey	Husband	Lot 13, 14, 17, 18, Block 4, Howrey & McWilliams Add.
Ada C. Howrey	Wife	" 6, " 7, " " " "
		" 10, " 8, " " " "
		" 3, 4, 5, 6, 7, 8, " 9, " " " "
		" 3, 4, 20, 26, " 10, " " " Replat
		" 2, 4, 13, " 2, " " " "
		" 7, " 3, " " " "
		" 1, 2, 3, 6, " 7, Rose Hill Replat.