

No. 4346 Fee \$1.00



RESTRICTION CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, owners and the husbands and wives of owners of certain real estate hereinafter described and set opposite our names and located in Blocks One, Two, Three, Four, Five Six and Seven in Peeks Second Addition to 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, Servian or Bulgarian race, nationality or decent.

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 accordance 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 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 days 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, 1920.

Signed at Waterloo, Iowa, this 11th day of August, 1915.

Edward E. Peck

Christena A. Peck.

- Lots 4-5-7-10-11-12-14- Block One
- " 1-7-9-10-12-14-16 " Two
- " 4-7-8-9-10-12-13 " Three
- " 6-9-11-12 " Five
- " 3-6-8-13-15-17-18 " Four
- " 4- " Seven

Ken H. Peek

ice E. Peek

- 8-9-13
- 3-5-0-11-13-16
- 1-2-3-6-11
- 1-4-7-11
- 2-3-4
- 1-2-6-7-8-9

Theo. Peek

Leita B. Peek

- 1-2-3-6-16
- 2-6
- 5-14-15-16
- 2-5-9-10-12-14-16
- 1-5-7-8-10
- 1-2-5-6
- 3-6

All in Peek Second Add to the City of Waterloo, Iowa.

CC ICWA, Black Hawk County, ss:

On this 11 day of August, A.D.1915, before me personally appeared Edward E. Peek, James A. Peek, James E. Peek, Alice E. Peek, Theo. Peek, Leita B. Peek, to me known as the persons named in and who executed the foregoing instrument, and acknowledged they executed the same as their voluntary act and deed.

1. W.E.Erwin, Notary Public in and for said County. and for record the 11th day of August, A.D.1915, at 4:10 P.M.



Removed from Public Record pursuant to Sec. 144.25 of the Code of Iowa. Attorney General's Opinion April 1992.

