

for \$1,000

The agreement made and entered into this day June, 1925, by and between John F. Loos, his wife, Sophie Elm and Frank A. Elm, her husband, Lester F. Hulford, his wife, Sarah L. Wallace, a widow, Ellen Pines and Edward Pines, her husband, Charles W. M. Randall and Rosa Randall, his wife, Benjamin T. Jones, his wife, Mattie L. Jones, his wife, and Blanche B. Ackerman, his wife, and Frank H. Elment, his wife, all residents of Black Hawk County, Iowa, witnesses, Charles W. M. Randall and Rosa Randall, his wife, all residents of Waterloo, Iowa, their husbands and wives are hereby...

1. Sophie Elm and Frank A. Elm, her husband, are the owners of Lot Number Seven (7) of Auditor Francis' Flat No. 2 of Hardy & Virden's Addition to the City of Waterloo, Iowa.
2. Lester F. Hulford and Helen Hulford, his wife, are the owners of Lot Number Four (4) of the west forty-eight (48) feet of Lot Five (5), Krapp's Sub-division in the City of Waterloo, Iowa.
3. Ella P. Turner is the owner of Lot Number Four (4) and the sixteen (16) feet west and adjoining in Krapp'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' Flat No. 2 of Hardy & Virden's Addition to the City of Waterloo, Iowa.
5. Charles W. M. Randall and Rosa Randall, his wife, are the owners of Lot Number Five (5) in Auditor Francis' Flat 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' Flat No. 2 of Hardy & Virden's Addition to the City of Waterloo, Iowa.
7. Charles W. M. Randall and Rosa Randall, his wife are the owners of the west thirty-three (33) feet of Lot Number Ten (10) in Auditor Francis' Flat No. 2 of Hardy & Virden's Addition to the City of Waterloo, Iowa.
8. Mattie Elment and Frank H. Elment, her husband are the owners of the east forty (40) feet of the west Eighty-four (84) feet of Lot Five (5) Krapp's Sub-division 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 Krapp's Sub-division in Waterloo, Iowa.
10. Walter F. Lovatt, single is the owner of Lot 20 in Auditor Francis' Flat No. 2 of Hardy & Virden's Addition to the City of 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, assigns, representatives or assigns and that the use and sale of the real estate owned by 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 person of the African, Chinese or Japanese race, nationality or descent. This contract is made for the use and benefit of any and all persons who now own or 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 violation 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 laws of any state or territory in which such breach may occur.

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 owner of any portion of said premises in any appropriate local or equitable proceeding.

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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  
E.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 Blanche B. Ackerman, his wife, E.T. Jones appearing herein as Benjamin 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