

For value received I hereby assign and set over to O.E.Griffin to secure my note of this date of \$550.00 bearing 8% interest and due in four months from date, all of my interest in my fathers estate which is now being settled by the probate court of Johnson County, Iowa. My said father being Wm. Pohler who died intestate at Johnson County, Ia., July 12th, 1923 and I direct the administrator of said estate in so far as is necessary to pay the said note of \$550.00 and to pay what ever sums are coming to me from said estate or whatever interest I have in said estate to the said O.E.Griffin.

August 30th, 1924.

Henry G. Pohler

State of Iowa, Johnson County, ss:

On this 30th day of Aug., 1924, before me personally appeared Henry G. Pohler, to me known to be the person named in and who executed the above assignment and acknowledged the execution thereof to be his voluntary act and deed.

(SEAL) W.F.Murphy, Notary Public, Johnson County, Ia.,

Due and legal service of the above accepted this 30th day of Aug., 1924.

P.A.Korab, Atty. for Pohler Est.

Recorded August 30th, 1924 at 11:30 o'clock A. M.

J.M. Kadlec Recorder.

Surveyors Certificate and "Dedication" of plat of University Heights. Rec.Bk. 2, Page 72

SURVEYORS CERTIFICATE.

This is to certify that I have surveyed the ground as shown in the plat hereto attached and described as follows:-

All that part of the northwest one-fourth (NW $\frac{1}{4}$) of the northwest one-fourth (NW $\frac{1}{4}$) of Section Sixteen (16), Township Seventy-nine (79) North, Range Six (6) West of the 5th P.M., lying south of the center of the highway running through said northwest one-fourth (NW $\frac{1}{4}$) of the northwest one-fourth (NW $\frac{1}{4}$), which said highway is a continuation of Melrose Avenue, in Iowa City, Iowa; also beginning at a point on the north section line of said Section Sixteen (16), three hundred and sixteen (316) feet east of the northeast corner of the northwest one-fourth (NW $\frac{1}{4}$) of the northwest one-fourth (NW $\frac{1}{4}$) of said section sixteen (16); thence west on said section line three hundred and sixteen (316) feet; thence south two hundred thirty-eight and four tenths (238.4) feet; thence in a northeasterly direction to the point of beginning.

That I have sub-divided the said ground into lots, streets, avenues and parks, the dimensions of which are shown in the said plat and to be known as University Heights, in Johnson County, Iowa; that the said Plat is a correct and proper representation of the field notes of my survey and the corners of said streets, and lots are marked with iron stakes in the ground.

Dated at Iowa City, Iowa, this 28th day of August, 1924.

H.G.Vollmer, Surveyor.

State of Iowa, Johnson County, ss:

On this 28th day of August, 1924, before me a Notary Public in and for said County personally came, H.G.Vollmer to me personally known to be the identical person whose name is affixed as surveyor of the plat hereto attached and he acknowledged the execution of this certificate to be his voluntary act and deed.

Witness my hand and notarial seal this 28th day of August, 1924.

(SEAL) B.V.Bridenstine, Notary Public in and for Johnson County, Iowa.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, Lee D. Koser, and Reka Freese Koser, his wife, and Geo. D. Koser and Tessie L. Koser, his wife, do hereby certify that we are the owners in fee of the following described real estate, to-wit:

All that part of the northwest one-fourth (NW $\frac{1}{4}$) of the northwest one-fourth (NW $\frac{1}{4}$) of Section Sixteen (16), Township Seventy-nine (79) North, Range Six (6) West of the 5th P.M. lying south of the center of the highway running through said northwest one-fourth of the northwest one-fourth (NW $\frac{1}{4}$), which said highway is a continuation of Melrose Avenue, in Iowa City, Iowa; also beginning at a point on the north section line of said Section Sixteen (16) three hundred and sixteen (316) feet east of the northeast corner of the northwest one-fourth (NW $\frac{1}{4}$) of the northwest one-fourth (NW $\frac{1}{4}$) of said Section Sixteen (16); thence west on said Section line three hundred and sixteen (316) feet; thence south two hundred thirty-eight and fourtenths (238.4) feet; thence in a northeasterly direction to the point of beginning.

That we have caused said real estate to be surveyed, subdivided and laid out into lots, streets, avenues and parks as the same appears upon a plat hereto attached and to be known as UNIVERSITY HEIGHTS. That in platting said University Heights it is with the free consent and in accordance with the desire of the proprietors as herein set forth.

That the lots in said University Heights are numbered from one to one hundred and sixty-one, with the dimensions of all streets and lots indicated by the small figures along the lines of said streets and lots; and that the said sub-division is laid out and platted with reference to the northeast corner of the northwest one-fourth (NW $\frac{1}{4}$) of the northwest one-fourth (NW $\frac{1}{4}$) of Section Sixteen (16), Township Seventy-nine (79) North, Range Six (6) West of the 5th P.M.

That the ground contained in the streets, avenues and drives as set out in said plat, is hereby dedicated for street purposes as the same is commonly known and accepted, but reserving unto Lee D. Koser and Geo. D. Koser the right to use said streets for the putting in of such modern improvements such as sewer, water, gas, paving and similar improvements.

That the ground indicated by the plat as a park is hereby dedicated to the owners of all the lots in said University Heights for park purposes as the same is commonly known and accepted but in the event the said ground is not used for park purposes, then and in that event the title to the said land reverts to Lee D. Koser and Geo. D. Koser.

That in subdividing and platting said ground as herein set forth as University Heights the following restrictions and conditions are made a part of this said plat and shall be binding upon both present and future owners of each and every lot or parcel of ground in said sub-division and to be of the same force and effect as if contained in each and every deed conveying a lot or parcel of ground in the said University Heights, and to be considered as restrictions and conditions running with the land.

See to first page of Reduction # 5 recorded in Book 143 Page 70.

Recording fee 50¢
 Assignment
 Henry G. Pohler
 Notary Public
 Johnson County, Iowa
 August 30th, 1924

(1)
 That said restrictions or conditions are for the sole benefit of the owners of each and every lot or parcel of ground in said sub-division and may be altered, modified or annulled at any time provided a written agreement covering said modification or alterations is signed by at least the owners of one hundred lots in said sub-division, and provided said agreement is recorded in the office of the Recorder of Johnson County, Iowa. But said restrictions and conditions are to cease and determine on January 1st, 1945.

(2)
 That the said University Heights is hereby platted and dedicated for the sole use and benefit of the Caucasian Race and no lot or parcel of ground shall be sold, owned, or used or occupied by the people of any other race, except when used in the capacity of a servant or helper.

(3)
 That no old buildings shall be moved on said sub-division, that no high board or close built fence shall be built on said sub-division and no fence of any kind except a shrub or hedge fence less than four feet high shall be built within thirty (30) feet of the front lot line of any lots in said sub-division. That no building shall be erected as a hog-house and no pigs or hogs shall be kept on said sub-division.

(4)
 That no part of said sub-division shall be used for the purpose of erecting a factory or business building and no store or business of any kind is to be conducted on said sub-division except such business as is usually transacted in a private home.

(5)
 That said sub-division shall be used for private resident purposes only and that no private dwelling shall be built on said sub-division to cost less than Four Thousand (\$4000) Dollars, except those buildings to be build on Marietta Avenue and the cost of those must be \$3000.00 or more.

(6)
 A front building line is hereby established in said sub-division and no building or part of a building shall be erected within thirty (30) feet of the front line of all lots in said sub-division. And no garage is to be built extending further to the front line than the front line of the dwelling.

In witness whereunto we have set our hands this 28th day of August, 1924.

Geo. D. Koser
 Tessie L. Koser
 Lee D. Koser
 Reka Freese Koser

State of Iowa, Johnson County, ss:

On this 28th day of August, 1924, before me a Notary Public in and for said County, personally came, Lee D. Koser, Reka Freese Koser, his wife, and Geo. D. Koser and Tessie L. Koser, his wife, to me personally known to be the identical persons whose names are affixed to the above and foregoing plat and dedication and they acknowledged the execution of the same to be with their free consent and in accordance with their desire in platting said sub-division and to be their voluntary act and deed.

Witness my hand and notarial seal this 28th day of August, 1924.
 (SEAL) B.V. Bridenstine, Notary Public in and for Johnson County, Iowa.
 Plat filed and recorded in Plat Book 2, on Page 72,
 on August 30th, 1924 at 12 o'clock M.

J.M. Kadlec
 Recorder.

3080 Penn Township to Samuel B. Meyers (Receipt & Contract)
 No. 7
 \$

Issued to - Samuel B. Meyers
 To Endow Lot No. (52) Fifty-two.

This agreement, made and entered into, this 24th day of July, 1924, by and between Samuel B. Meyers, party of the first part and Penn Township of North Liberty, Iowa, party of the second part.

WITNESSETH, That the said Samuel B. Meyers, has deposited with the said Penn Township the sum of Thirty Dollars (\$30.00).

In consideration of which the said Penn Township does hereby agree to receive and hold the said principal sum in trust forever, and to keep the same at all times invested, as provided by law, in good interest-bearing securities, as an endowment for the perpetual care of West 1/2 half, Lot No. (52) Fifty-two in David W. Wrays Addition to Wray Cemetery.

Party of the second part further agrees to expend the net annual income of the above amount each year in the care of this lot perpetually. To furnish such care as mowing lot and surrounding alleys during the growing season; filling of sunken graves when the income is sufficient, and supplying all ordinary care at the discretion of officers of the cemetery.

Signed - Penn Township
 J.B. Hemphill, Trustee
 M.M. Wolfe, Trustee
 M.J. Stoner, Trustee

A. Zeller, Clerk.

State of Iowa, Johnson County, ss:

On this 5th day of August, A.D., 1924, before me, a Notary Public in and for said County, personally came J.B. Hemphill, M.M. Wolfe and M.J. Stoner to me personally known to be the identical persons whose names are subscribed to the foregoing instrument as Trustees of Penn Township, and acknowledged said instrument to be the act and deed of said Penn Township by them as Trustees voluntarily done and executed.

Witness my hand and notarial seal the day and year above written.

(SEAL) James E. Cippera, Notary Public.

Recorded September 3rd, 1924 at 4:20 o'clock PP M.

J.M. Kadlec
 Recorder.

3236 R.G.Shaver to Standard Oil Company (Lease) RECORDING FEE \$ 50

THIS INDENTURE, made this 29th day of July, 1924, by and between R.G.Shaver of Iowa City Iowa, first party, and STANDARD OIL COMPANY, an Indiana corporation, second party, WITNESSETH: That in consideration of the covenants and agreements of the second party hereinafter set forth, said first party hereby leases to said second party, the following described premises, situated in the County of Johnson and State of Iowa, to-wit:

Lots 3 and 4, Suburban Heights Addition to City of Iowa City, Iowa. together with all equipment thereon or connected therewith, and now owned and operated by said first party as a filling station, from the 1 day of Sept., 1924, to the 1st day of Sept., 1925, at the rate of Two Hundred & Forty Dollars (\$240.00) per annum payable in equal monthly installments; in advance, said party of the second part reserving the right to terminate this lease at any time by giving to the party of the first part ten days' written notice of its intention to so terminate said lease.

And said first party further covenants and agrees as follows:

1. That during the term of said lease he will pay all general and special taxes and any water, light or heat taxes or expenses that may be levied and assessed against said premises or property owned by him, located thereon.
2. That if so desired by said second party, he will enter its employ and operate said filling station upon the terms and conditions hereinafter set forth.
3. That if so employed he will handle and deal in petroleum products of said second party, exclusively, buying the same, except gasoline which is to be supplied by said second party, from said second party and sell them at its established market prices. The profits from such sales to be retained by said first party in addition to his commission on sales of gasoline.
4. That in case he voluntarily quits said employment, or the same is terminated by said second party, he will dispose of his stock of petroleum products to second party at an agreed price, or remove the same from said premises without unnecessary delay.
5. That he will operate said filling station in compliance with the rules, regulations and directions of said second party, in a manner satisfactory to said second party, of which said second party shall be the judge.
6. That at the expiration of this lease by lapse of time, or otherwise, said second party shall have and is hereby given the right at any time, within thirty (30) days after such termination, to enter upon and remove from said premises, any equipment, by it at any time placed thereon.
7. That said second party shall have, and is hereby given, the privilege of extending this lease for a period of five years from the date of its expiration, under the same terms and conditions as herein specified, at the rate of two hundred & forty Dollars (\$240.00) per annum, payable as above specified.
8. That he will not sell gasoline except for cash, unless permission is expressly granted by said second party to extend credit, and will not purchase supplies on the credit of said second party.
9. That he will devote his time and best efforts to promoting the sales of products of said second party.
10. The first party agrees to replace at his own expense, any equipment which becomes worn out through ordinary use, or is broken or otherwise damaged or destroyed through no fault of the second party.

In consideration of the covenants and agreements by said first party to be kept and performed, said second party covenants and agrees as follows:

1. To pay rental for said premises as above specified.
2. To pay all taxes levied or assessed upon property belonging to it located upon said premises.
3. To employ said first party, if he so desires, to operate said filling station upon the following terms and conditions:
 - A. That it will pay him as compensation for services a commission of two cents per gallon on each and every gallon of gasoline of said second party sold by said first party as said filling station; such employment to continue so long as his services are satisfactory. Provided, however, that such employment may be terminated by either party upon thirty days' written notice to the other party, the depositing by the second party in the United States Mail of such a written notice by the second party directed to the first party at the above