

It is further expressly agreed and understood that first party, his successors, assigns or grantee, shall have the right and privilege of executing mortgages on said premises and second parties expressly hereby consent thereto and agree to sign consent to the mortgagee of any of said mortgages as one of the considerations and covenants on their part under this contract and to continue their payments as herein provided made to first party or his assigns until such time as the unpaid balance of the purchase price does not exceed the amount of such mortgage and then may, if necessary for their own protection, make such payments directly to the holder of such mortgage, but first party covenants and agrees on final settlement and closing of this contract to either procure release and cancellation of said mortgage, if any, thereon or to convey said premises subject to such mortgage, if any, thereon at that time.

Signed and dated this 6 day of April, 1926.

Philip Reilly,  
First party;  
Louis V. Schnoebelen,  
Zieta M. Schnoebelen,  
Second Parties.

State of Iowa, Johnson County, ss:-

On this 6 day of April, 1926, before the undersigned, a Notary Public in and for Johnson County, Iowa, personally appeared Phillip Reilly, single, and Louis V. Schnoebelen and Zieta Schnoebelen, his wife, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and date last above written.  
(SEAL) J.A.Healy, Notary Public in and for Johnson County, Iowa.

Recorded April 8th, 1926, at 8 o'clock A.M.

*J.M. Radlec*  
Recorder.

Engineer's Certificate & Dedication of Plat of University Heights 2nd Subdivision.

SURVEYOR'S CERTIFICATE.

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

All that part of the south one-half of the southwest quarter of Section Nine (9), township seventy-nine (79) north, Range Six (6) West of the 5th P.M., lying west and south of the right-of-way of the Chicago, Rock Island and Pacific Railway Company. Also all that part of the northwest quarter of the northwest quarter of Section Sixteen (16), Township 79 North, Range Six (6) West of the 5th P.M., lying north and west of the center of the public highway or street known as Melrose Avenue.

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 Second Subdivision in Johnson County, Iowa; that the said Plat is a correct and proper representation of the filed 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 24th day of December, 1925.

J.C.Watkins, Surveyor.

State of Iowa, Johnson County, ss.

On this 24th day of December, 1925, before me, a Notary Public in and for said County, personally came, J.C.Watkins, 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 24th day of December, 1925.  
(SEAL) Geo. D. Koser, Notary Public in and for Johnson County, Iowa.

PLAT OF UNIVERSITY HEIGHTS SECOND SUBDIVISION.

KNOW ALL MEN BY THESE PRESENTS: That we, Lee D. Koser, Reka Freese Koser, his wife, and Geo. D. Koser, 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 south one-half of the southwest quarter of Section Nine (9), Township Seventy-nine (79) North, Range Six (6) West of the 5th P.M., lying west and south of the right-of-way of the Chicago, Rock Island and Pacific Railway Company. Also all that part of the northwest quarter of the northwest quarter of section sixteen (16), township 79 north, Range Six (6) West of the 5th P.M., lying north and west of the center of the Public Highway or Street known as Melrose Avenue.

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 SECOND SUBDIVISION. That in platting said University Heights Second Subdivision 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 Second Sub-division are numbered from One Hundred and Sixty-two (162) to three hundred five (305) and Out Lot One (1), 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 subdivision is laid out and platting 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 for the use and benefit of the owners of Lots in said University Heights Second Subdivision, 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, electricity, gas, paving, side-walk and similar improvements.

That in sub-dividing and platting said ground as herein set forth as University Heights Second Subdivision 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 subdivision 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 Second Subdivision, and to be considered as covenants of restrictions and conditions, running with the land, except Out Lot One (1) is not bound by these restrictions.

(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 certain written agreement covering said modifications or alterations is signed by at least the owners of one hundred lots in said subdivision, 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. That reservation is made on the real lot line of each and every lot for a right-of-way for the telephone and electric lines as the same may be needed and established and maintained for said subdivision of University Heights.

(2)

That the said University Heights Second Sub-division, 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, used, owned 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 subdivision. That no building shall be erected as a hog-house and no pigs or hogs or cattle shall be kept on said sub-division, except Out Lot One (1).

(4)

That no part of said sub-division shall be used for the purpose of erecting a factory or business building thereon, and no store or business of any kind is to be conducted on said subdivision except such business as is usually transacted in a private home, except therefrom Lots 272, 273, 274, 275, 276, 277, 278, 279 and 280; which are hereby dedicated as the business district on which stores or factories may be erected and business conducted thereon.

(5)

That said sub-division shall be used for private resident purposes only except as above noted, and that no private dwelling shall be built on said sub-division to cost less than Five Thousand (\$5000.00) Dollars.

(6)

A front building line is hereby established in said sub-division and no building or a part of a building shall be erected within thirty (30) feet of the front line of all lots in said sub-division, as indicated in plat, 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 24th day of December, 1925.

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

State of Iowa, Johnson County, ss:-

On this 24th day of December, 1925, before me a Notary Public in and for said County, personally came, Lee D. Koser, Reka Freese Koser, his wife, and Geo. D. Koser, 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 24th day of December, 1925.

(SEAL) Elizabeth Malone, Notary Public in and for Johnson County, Iowa.  
For Filing data on this sub-division see Plat Book 2, at Page No. 76.

1675 Farmers Loan & Trust Co. to First National Agreement (Priority Agmt.)

KNOW ALL MEN BY THESE PRESENTS:

That The Farmers Loan & Trust Company of Iowa City, Iowa, grantee under a certain real estate mortgage from William T. Casey and Agnes Casey, dated June 23, 1924, and recorded on June 24, 1924, in Book 73, Page 121, of the Mortgage Records of Johnson County, Iowa, which said mortgage covers:-

SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 4; East 25 acres of SW $\frac{1}{4}$ ; and the SE $\frac{1}{4}$  of Section 5, except the following: Beginning at the northeast corner of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 5, thence north 793 feet to the south line of the right-of-way of the C.R.I. & P. Railway Company; thence south 64 degrees 32 minutes west along said south line of said right-of-way 571 feet; thence south 34 degrees 33 minutes east 444 feet to the center of the Rochester Road; thence south 41 degrees 30 minutes west along the center of said Rochester Road 241.9 feet to the north line of said SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 5; thence east 418 feet to the place of beginning, said tract excepted containing 5.897 acres, more or less, and except the right-of-way of the C.R.I. & P. Railway Company, all being in Township 79 North, Range 5 West of the 5th P.M.

hereby agrees that said mortgage shall be inferior to the lien of a certain mortgage for \$20,000.00 dated April 20, 1926, made by The Farmers Loan & Trust Company of Iowa City, Iowa, Trustee, payable to The First National Bank of Iowa City and covering the real estate above described.

(SEAL) The Farmers Loan & Trust Company of Iowa City,  
By Marvin H. Dey, Vice-President.  
By Thos. Farrell, Treasurer.

State of Iowa, County of Johnson, ss:-

On this 21st day of April, 1926, before me appeared Marvin H. Dey and Thos. Farrell, to me personally known, who, being by me duly sworn, did say that Marvin H. Dey, is the Vice-President and Thos. Farrell is the Treasurer of the Farmers Loan & Trust Company of Iowa City, a corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said Marvin H. Dey and Thos. Farrell acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

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

(SEAL) J.E. Gatens, Notary Public in and for Johnson County, Iowa.

Recorded April 21st, 1926, at 2:40 o'clock P.M.

J.M. Kadlec  
Recorder.