

Deed Record, Lands, No. 142, Johnson County, Iowa

KLIPPTO LOOSE-LEAF CO., MASON CITY, IA.

4322

STATE OF IOWA, JOHNSON COUNTY:

Francis L. Love & wife

Filed for record this 29th day of October

A. D. 19.26, at 9:45 o'clock A. M.

TO

WARRANTY DEED

Paul W. Schmidt

J.M. Kadlec

Recorder.

Recording Fee, 60¢

Deputy.

KNOW ALL MEN BY THESE PRESENTS: That Francis L. Love and Frances M. Love, husband and wife,

of Johnson County, State of Iowa in consideration of the sum of Eight Hundred and 00/100 DOLLARS,

in hand paid by Paul W. Schmidt

of Johnson County, State of Iowa do hereby sell and convey unto the said Paul W. Schmidt

and to his heirs and assigns, the following described premises, situated in the County of Johnson and State of Iowa to-wit:

Beginning 270 feet east of the southwest corner of Out Lot No. 3, Original Plat of Iowa City, Iowa, thence north 120 feet, thence west 8 feet, thence south 120 feet, thence 8 feet east to the place of beginning, to be used in common by the parties hereto as a driveway. The grantor herein expressly reserves, and the grantee agrees hereto, the right to the use of the driveway now located upon the premises herein conveyed, and in the event of sale by the grantee herein, his heirs or assigns, of the property located in Out Lot 3, Original Plat of Iowa City, Iowa, now owned and occupied by grantee, or in the event grantee, his heirs or assigns, lease or permit his said property located in Out Lot 3, Original Plat of Iowa City, Iowa, to be occupied by anyone not of the caucasian race, that the grantor herein, his heirs or assigns, shall have the right to purchase the real estate herein conveyed for the sum of \$800.00. The grantee herein expressly agrees that in the event of sale of his said property, above referred to, that he will notify grantor, his heirs or assigns in writing of such sale, and grantor hereby agrees that he will exercise his right to purchase the real estate, herein conveyed, and pay therefor the sum of \$800.00, as above provided, on or before 90 days after the receipt of such written notice of sale. In the event grantor fails to exercise his said option and to pay the sum of \$800.00 on or before 90 days after the receipt of such notice, then this deed shall become absolute subject only to the use by grantor, his heirs and assigns, of the premises herein conveyed, as a driveway. In the event that grantor herein sells his property located in Out Lot 3, Iowa City, Iowa, now owned and occupied by him, this deed is to become absolute subject to the use by grantor, or his assigns, of the premises herein conveyed as a driveway.

(\$1.00 Rev. Stamp affixed and cancelled.)

And we do hereby covenant with the said Paul W. Schmidt that we are lawfully seized of said premises; that they are free from incumbrance; that we have good right and lawful authority to sell and convey the same; and we do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever except incumbrances of record, and conditions herein recited.

and the grantor aforesaid hereby relinquish all rights including rights of dower, which they have in and to said described premises.

Signed the 21st day of September A. D. 19.25.

IN THE PRESENCE OF

Francis L. Love  
Frances M. Love

STATE OF IOWA, Johnson County, ss.

On this 21 day of September A. D. 1925, before me personally appeared Francis L. Love and Frances M. Love, husband and wife,

to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(SEAL) Ray Yenter Notary Public in and for Johnson County, Iowa.

STATE OF \_\_\_\_\_ County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_ before me personally appeared \_\_\_\_\_

to me known to be the person named in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ voluntary act and deed.