

actions pending against Charles R. Regan or Loretta M. Regan, or anyone who for the past ten years was the owner of said property so far as appears by the records of my said office.
Witness my hand this 26th day of August, 1940.
(seal)

R. N. Miller

Clerk of the District Court of Johnson County, Iowa.

Recorded this 27th day of August, A. D. 1940, at 11:20 o'clock A. M.

R. Jones
Recorder.

7672. Clem J. Shay, Treasurer to the Public. Certificate. Recording fee .50

STATE OF IOWA JOHNSON COUNTY SS:

I, Clem J. Shay, Treasurer of Johnson County, Iowa, hereby certify that the land laid out to lots, and streets, as shown on the plat of C. R. Regan Addition to Iowa City, Iowa, hereto attached, is free from any and all taxes, and tax sales and tax liens, as appearing by the records in the office of the County Treasurer of said county.

Witness my hand this 26 day of August, 1940.
(seal)

Clem J. Shay
Treasurer of Johnson County, Iowa.

Subscribed and sworn to before me by Clem J. Shay, Treasurer of Johnson County, Iowa, this 26 day of August, 1940.
(seal)

Robert L. Larson

Notary Public in and for Johnson County, Iowa.

Recorded this 27th day of August, A. D. 1940, at 11:20 o'clock A. M.

R. Jones
Recorder.

7673. R. J. Jones, Recorder to the Public. Certificate. Recording fee .50

STATE OF IOWA JOHNSON COUNTY SS:

I, R. J. Jones, Recorder of Johnson County, Iowa, hereby certify that the fee simple title to the land embraced within the sub-division described as C. R. Regan Addition to Iowa City, Iowa, as shown by the plat hereto annexed, is in C. R. Regan, and that said real estate is free from encumbrances as shown by the records in my office.

Witness my hand this 27 day of August, 1940.
(seal)

R. J. Jones,
Recorder of Johnson County, Iowa.

Subscribed and sworn to before me by R. J. Jones, Recorder of Johnson County, Iowa, this 27 day of August, 1940.
(seal)

Carl S. Kringel

Notary Public in and for Johnson County, Iowa.

Recorded this 27th day of August, A. D. 1940, at 11:20 o'clock A. M.

R. Jones
Recorder.

7732. C. R. Regan to the Public. Restrictive covenants. Recording fee 1.30

RESTRICTIVE COVENANTS C. R. REGAN ADDITION TO IOWA CITY, IOWA.

WHEREAS the undersigned are owners of certain real property situated within the City of Iowa City, County of Johnson, State of Iowa; and

WHEREAS the undersigned did cause said real property to be surveyed and to be laid out in lots, and did dedicate certain portions of said real property to the public use for streets; and

WHEREAS a plat of said property has been filed in the office of the County Recorder of Johnson County, Iowa, on the 27th day of August, 1940, and has been recorded in Plat Book 2, Page 93; and

WHEREAS the deed of dedication has been filed in the office of the County Recorder of Johnson County, Iowa, on the 27th day of August, 1940, and has been recorded in Miscellaneous book 159 at page 388; and

WHEREAS the undersigned have designated said addition as C. R. Regan Addition to Iowa City; and

WHEREAS the same has been accepted and approved by the City Council of Iowa City; and

WHEREAS the undersigned desire to maintain said Addition as a high class sub-division, and to protect the owners of lots in said addition in their enjoyment and use of the property,

NOW, THEREFORE, the undersigned for the mutual benefit of themselves and the future owners of lots in said Addition, do hereby impose the following restrictive covenants as a blanket encumbrance upon all the lots in said addition to-wit:-

1. All lots in this Addition shall be known and described as residential lots, and no structure shall be erected on any lot other than one detached single-dwelling not to exceed two stories in height, and a one or two-car garage.

2. No building shall be erected on any lot, except Lots 19-55-56 C. R. Regan Addition to Iowa City, Iowa, nearer than thirty feet to nor farther than thirty feet from the front lot line, nor nearer than five feet to any side lot line, provided that the side lot line restriction shall not apply to a garage located on the rear quarter of the lot. Buildings on corner lots shall not be permitted nearer than ten feet to the street side line. Buildings located on Lots 19-55-56 C. R. Regan Addition to Iowa City, Iowa, shall be located not nearer than twenty feet to nor further than twenty feet from the front lot line, nor nearer than five feet to the street side line. These restrictions are subject to the provisions of the zoning ordinance of Iowa City, Iowa, but the zoning ordinance shall not be applicable where its provisions are less stringent than these restrictions.

3. No residential lot shall be re-subdivided.

4. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. This addition is intended for use by members of the caucasian race only, and no person not a member of the caucasian race shall use or occupy any building on any lot, except that this covenant shall not prevent employment-occupancy by domestic servants who are not caucasians.

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. No structure shall be moved onto any lot unless it shall conform to and be in harmony with the other restrictions herein contained, and unless it shall conform to and be in harmony with existing structures in this Addition.

8. No dwelling costing less than twenty-five hundred (\$2500.00) dollars shall be permitted on any lot in this Addition; and the ground floor square foot area of any dwelling constructed on any lot in this Addition shall not be less than six hundred and seventy-two square feet in the case of a one story structure, nor less than five hundred and seventy-six square feet in the case of a one-and-a-half or two-story structure. On the exterior of the building the siding shall be of stone, rock, stucco, new weather-boarding, new wood shingle, or new asphalt shingle.

9. A perpetual easement is reserved over the rear five feet of each lot, except Lots 55-56 all as hereinbefore described, for utility installation and maintenance.

10. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming by, through, and under them until January 1, 1970, at which time said covenants and restrictions shall terminate.

11. If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1970, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. Invalidatation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Iowa City, Iowa, this 28th day of August, 1940.

Charles R. Regan
Loretta M. Regan

STATE OF IOWA COUNTY OF JOHNSON SS.

On this 26th day of August, 1940, before me, the undersigned Auditor in and for said Johnson County, Iowa, personally appeared Charles R. Regan and Loretta M. Regan, to me personally known to be the identical persons whose names are affixed to the foregoing Restrictive Covenants and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.
(seal) Ed Sulek

Auditor Johnson County, Iowa.
My commission expires Jan 2, 1941

Recorded this 28th day of August A. D. 1940, at 1:15 o'clock P. M.

R. J. Jones
Recorder.

7753. Joseph E. Kloubec & Wife to Grace Hobbs, Samuel W. Decker & wife. Contract.

Recording fee 1.20

THIS AGREEMENT, Made in duplicate this 20th day of August, A. D. 1940, by and between Joseph E. Kloubec and Emma Kloubec, his wife of the County of Johnson and State of Iowa party of the first part, and Grace Hobbs, single of Cedar County, Iowa, Samuel W. Decker and Clara H. Decker, husband and wife of the County of Riley and State of Kansas party of the second part,

WITNESSETH: That for and in consideration of the sum of Eighty five hundred Sixty & no/100 Dollars, (\$8,560.00) to be paid as hereinafter set forth, the party of the first part sells and agrees to convey to the party of the second part, his heirs or assigns, by WARRANTY DEED, and the party of the second part purchases and agrees to pay for a shereinafter set forth, on or before the 1st day of March 1941 the following described real estate, situated in Johnson County, State of Iowa, to-wit:

The North West Quarter (NW $\frac{1}{4}$) of Section Nine (9) in Township Eighty-one (81) North, Range Seven (7) West of the 5th P. M., containing One hundred sixty (160) acres more or less according to government survey, together with the appurtenances thereto belonging, And first party agrees to deliver such conveyance as aforesaid together with abstract of title showing good merchantable title of record in said party of the first part, free from encumbrances

First party to pay the taxes assessed for the year 1940, and to give possession of said premises to the second party or his assigns on First day of March 1941.

The above covenants are made upon the express condition, which is hereby made a condition precedent, that the party of the second part, his heirs or assigns, shall pay or cause to be paid to the party of the first part, his heirs or assigns, the sum of Eighty five hundred sixty Dollars, payable as follows; to-wit: Nine hundred (\$900.00) # Dollars in hand, the receipt whereof is hereby acknowledged.

Twelve hundred forty (\$k240.00) Dollars on the 10th day of October, 1940 and the balance of Sixty Four Hundred twenty (\$6,420.00) Dollars on the 1st day of March, 1941.

It is further agreed that said parties of the first part shall keep buildings on said premises insured against damage by fire in the sum Twenty three hundred fifty & no/100 Dollars until the 1st day of March, 1941, the date of the delivery of said deed above mentioned, and in the event of loss or damage before said date, second party agrees to accept the insurance money in full of all loss and without deduction from the purchase price; and second party shall have the privilege of taking out such additional insurance on said buildings as he may see fit for his own protection.

S. W. Decker Joseph E. Kloubec

And it is especially agreed that the time and times of payment are the essence and important part of this contract; and if any default is made in any of the payments of agreements above mentioned strictly at the times stated herein, the party of the first part may elect to declare this contract void, and retain any money paid thereon as agreed and liquidated damages, or may proceed by foreclosure, by way of forfeiture, or any other legal method to enforce said contract, or obtain judgment for the purchase price of the above mentioned real estate.

But if such sums of money are paid as aforesaid, promptly at the time or times agreed upon, the party of the first part will, on receiving said sums of money, execute and deliver at his own cost and expense a good and sufficient warranty deed in due form of law, of said premises.

It is further mutually agreed that the offices of Swisher Trust and Savings Bank, Swisher, Ia., shall be the place of the performance of this contract and where all payments and tenders of payment shall be made.

The first party shall furnish abstract of title on or before August 26th, 1940 for examination by second party, and second party shall within thirty days from delivery to him return same with notice of defects, if any or same shall be deemed waived.

In the event that the abstract of title furnished by said party of the first part shall not be sufficient according to the terms of this contract on the first day of March, 1941 when said deal is to be closed and the party of the second part has given notice of said defects, and the same are such as can be cured, the closing of this deal shall not be delayed thereby, But the party of the first part shall execute and deliver his deed, and the party of the second part shall pay the consideration therefor; and the party of the first part shall have a reasonable time to perfect such abstract of title; and the party of the second part shall retain from the purchase price the sum of Fifty (\$50.00) & no/100 Dollars as security therefor, which shall be deposited in the Swisher Trust & Savings Bank for the use of the first party and to be paid by him when said abstract is perfected as aforesaid.

Witness our hands the date first above written.
Samuel W. Decker Joseph E. Kloubec
Clara H. Decker Emma F. Kloubec
Grace Hobbs

STATE OF IOWA, County of Johnson, ss:

On this 20th day of August, A. D. 1940; before me Chas. J. Koss a Notary Public in and for the County of Johnson, State of Iowa, personally appeared Joseph E. Kloubec and Emma Kloubec, husband and wife; Samuel W. Decker and Clara H. Decker, husband and wife, and Grace Hobbs,