

Deed Record, No. 172, Johnson County, Iowa

3216.

Wm. Ruppert et al  
TO  
Laura M. Jones.

Filed for record the 10th day of April  
A. D. 1941, at 2:45 o'clock P.M.  
R. Jones, Recorder.  
Recording Fee \$ .70

KNOW ALL MEN BY THESE PRESENTS, That We, Wm. Ruppert and Elizabeth A. Ruppert, his wife; and Mathias Mattes and Helen Mattes, his wife, of Johnson County, State of Iowa in consideration of the sum of One Dollar and other valuable considerations in hand paid by Laura M. Jones of Johnson County, State of Iowa do hereby sell and convey unto the said Laura M. Jones and to her heirs and assigns, the following described premises, situated in the County of Johnson, and State of Iowa, to-wit:

lot eleven of Ruppert and Mattes' Subdivision of the following: Commencing at the intersection of the East line of Van Buren Street and the South line of Bowery Street in Iowa City, Iowa, according to the recorded plat thereof, thence East along the South line of Bowery Street to the West line of Johnson Street in said City of Iowa City, Iowa; thence South 259.3 feet along the west line of Johnson Street, thence West parallel with the South line of Bowery Street to the East line of Van Buren Street, thence North along the East line of Van Buren Street 259.3 feet to the place of beginning, said tract having also been known and described as the North 259.3 feet of Block 8 in Lyon's Second Addition to Iowa City, Iowa, according to the recorded plat thereof.

As a further consideration hereof, grantee and heirs and assigns expressly agree not to erect on said premises a dwelling costing less than \$3000.00, and that no trailer, basement, tent, shack, garage, barn or other structure erected on said premises shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

This subdivision 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 buildings or any lot except that this covenant shall not prevent employment-occupancy by domestic servants who are not caucasians.

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.

And in the event of violation or attempting to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any other lots in said Subdivision to prosecute any proceedings against the person or persons violating or attempting to violate any such covenant or restriction.

And we do hereby covenant with the said Laura M. Jones that we are lawfully seized of said premises; that they are free from encumbrance; 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 fifty five cents in Federal Revenue stamps affixed and cancelled.

and we the said grantors aforesaid hereby relinquish all contingent rights, including right of dower, which we have in and to the said described premises.

Signed the 24th day of September, A. D. 1940.

W. Ruppert  
Elizabeth A. Ruppert  
Mathias Mattes  
Helen Mattes

STATE OF IOWA, Johnson County, ss.

On this 24th day of September, A. D. 1940, before me, J. M. Otto, Notary Public in and for Johnson County, Iowa, personally appeared Wm. Ruppert and Elizabeth A. Ruppert, his wife; and Mathias Mattes and Helen Mattes, his wife,

to me personally known to be the identical persons whose names are affixed to the foregoing deed as grantors, and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last above written.



J. M. Otto

Notary Public in and for Johnson County, Iowa.  
My Commission Expires July 4, 1942