

ment on behalf of Johnson County, Iowa, subordinating the lien of said County as mortgagee in its mortgage recorded in book 90, page 505 above referred to, to the lien of the mortgage of the First Federal Savings and Loan Association of Iowa City, recorded in book 91, page 539, Mortgage Records of said County.

NOW, THEREFORE, in consideration of the mutual agreements herein made, and in consideration of the payments of One (\$1.00) Dollar by party of the second part to party of the first part, the party of the first part does hereby agree that the lien of its said mortgage recorded in book 90, page 505, Mortgage Records of said county, is hereby subordinated to the lien of the mortgage of party of the second part recorded in book 91, page 539, Mortgage Records of said County.

(seal) JOHNSON COUNTY, IOWA (seal) FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF IOWA CITY  
By Ed Sulek County Auditor First Party  
By L. C.W. Clearman Vice-President  
By A. A. Welt Secretary Second Party

STATE OF IOWA JOHNSON COUNTY SS:

On this 20 day of April, 1942, before me, a Notary Public in and for said County, personally appeared Ed Sulek, by me sworn on oath did say that he is the County Auditor of Johnson County, Iowa, and the seal affixed to the above said instrument is the seal of said County, and that the foregoing instrument was signed and sealed in behalf of said county by authority of its Board of Supervisors, and the said Ed Sulek as County Auditor did acknowledge the execution of said instrument as the voluntary act and deed of the said county.

Witness my hand and notarial seal the day and date last above written.  
(seal) Carl S. Kringel

Notary Public in and for Johnson County, Iowa.

STATE OF IOWA JOHNSON COUNTY SS:

On this 20 day of April, 1942, before me, a Notary Public in and for said County personally appeared L. C.W. Clearman and A.A. Welt, each of whom to me is personally known, and each of whom by me severally sworn on oath for himself did say, that the said L. C. W. Clearman is Vice-President, and the said A. A. Welt is Secretary of the said First Federal Savings and Loan Association of Iowa City, a corporation, and the seal affixed to the above said instrument is the corporate seal of the said corporation, and that the foregoing instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors, and the said L. C. W. Clearman as Vice-President, and A. A. Welt as Secretary, did severally 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 date last above written.  
(seal) Carl S. Kringel

Notary Public in and for Johnson County, Iowa.

Recorded this 20th day of April A. D. 1942, at 11:55 o'clock A. M.

*[Signature]*  
Recorder.

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2696. Della A. Grizel to William Sedivec. Agreement. Recording fee .80  
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This agreement, Witnesseth: That Della A. Grizel, single, of Iowa City, Iowa, hereinafter designated as the seller, has undertaken and agreed to sell and convey, and does hereby undertake and agree to sell and convey to William Sedivec, hereinafter designated as the buyer., the west Fifty (50) feet of Lot Seven (7), Block Twenty-eight (28) of East Iowa City, an addition to Iowa City, Iowa, according to the recorded plat thereof, on the following terms and conditions to wit;

First: The buyer agrees to pay to the seller for said lot the sum of Four Hundred and Seventy-five (\$475) Dollars, with interest from August 1, 1932, at six (6%) per cent per annum, payable as follows: Twenty (\$20.) Dollars, cash and Five (\$5.00) Dollars per month on or before the first day of each month until said purchase price is paid in full. The buyer may pay more than \$5.00 per month if he so desires. Interest is to be paid semi-annually, in addition to monthly payments.

Second: The seller, Della A. Grizel, agrees to pay the special assessments levied against said lot for the sanitary sewer now in place in front of said property.

Third: The seller also agrees to pay all taxes assessed against said lot for the year 1931; the buyer agrees to pay all special assessments against said lot after the date of this contract, if any shall be made; buyer also agrees to pay all taxes after December 31, 1932, as the same become due and payable.

Fourth: When said purchase price, with interest, and all special assessments (if any shall be made) and taxes as provided for herein, shall have been fully paid, the seller will execute to the buyer a deed conveying said lot free and clear of all encumbrance, and will furnish buyer with an abstract showing a clear title.

Fifth: In event any special assessment shall not be paid when due, or if default shall be made in the payment of said monthly dues for the period of two months, the seller may, at her option, declare the entire remainder of the purchase money due and collectible and at once retake possession of said lot; and in the event of such forfeiture, all payments theretofore made by the buyer shall be retained by the seller, and all such payments shall be deemed as having been made in consideration of the advantages secured to the buyer under this agreement, and this condition is declared to be an essential element of this agreement. The failure of the seller to declare such forfeiture, upon any such default, shall not estop her from so doing at any time thereafter, such default continuing, or upon any subsequent default.

Sixth: A letter addressed and mailed to the Buyer at Iowa City, Iowa, shall be sufficient (but not exclusive) notice of the exercise of said option to declare such forfeiture.

Seventh: This agreement shall not be assigned or transferred, without the written consent of the seller, and in the event of any attempted assignment or transfer without such written consent, the seller shall have the right to declare such contract forfeited for the breach of this condition, in the manner provided for in paragraph fifth of this agreement.

Eighth: In event of sale, transfer, or assignment of this contract with such consent, each successive assignee or grantee shall succeed to all the rights and liabilities of the buyer, and all the conditions of this agreement shall apply to such assignee with the same force and effect as it does to the original buyer.

Ninth: This contract is made subject to the following restrictions, conditions and covenants, which shall be binding upon the buyer herein, and upon his heirs, successors and assigns; No residence building shall be erected on said property to cost less than Six Hundred (\$600.) dollars for material and labor, exclusive of cellar, heating, sewer, water and plumbing, and if such residence be a frame building, it shall have an exterior of either drop-siding, siding or shingles, and shall be well painted. Any residence building costing less than as above set out shall be constructed only upon the back half of said property, and shall be painted. Said property shall not be sold nor leased to any

person or persons other than of the Caucasian Race.

The seller agrees that the part of Lot Seven (7), Block Twenty-eight (28) East Iowa City, Iowa, not herein conveyed, shall be used by her and sold by her only under the same conditions and restrictions as above set out.

Executed in duplicate this the 8th day of July 1932.

Della A. Grizel  
William Sedivec

STATE OF IOWA JOHNSON COUNTY SS:

On this 8th day of July, 1932, before me Glenn R. Griffith Notary Public in and for said County, personally appeared Della A. Grizel, to me known to be the identical person named in, and who executed the foregoing instrument, and whose name is affixed thereto, and acknowledged that she executed the same as her voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.  
(seal) Glenn R. Griffith

Notary Public in and for Johnson County, Iowa

Recorded this 20th day of April A. D. 1942, at 1:30 o'clock P. M.

*R. Jones*  
Recorder.

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2740/ Mildred and Clarence Harris to G. B. Van Kleeck. Agreement. Recording fee .50  
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IT IS AGREED between Mildred Harris and Clarence Harris, wife and husband, of Carbon County, Wyoming, first party, and G. B. Van Kleeck of Johnson County, Iowa, second party, as follows:

It is agreed that said second party shall have the life use and occupancy of the farm of first party, situated in Johnson County, Iowa, and described as follows:

The Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) and the East Half of the Southeast Quarter of the Northeast Quarter (E 1/2 SE 1/4 NE 1/4) of Section 29, Township 77 North, Range 5 West of the 5th P. M.

In consideration therefor the said second party agrees to pay the taxes upon said premises as they become due and agrees to keep the buildings upon said premises insured against fire, lightning and tornado in an amount equal to the value thereof.

Second party further agrees to keep said premises in reasonable repair, during his lifetime.

It is further agreed that the parties hereto shall pay equally, one-half each of the funeral and all other bills and expenses of Anna Iowa Van Kleeck, late of Johnson County, Iowa, deceased.

Dated at Iowa City, Iowa, this 20th day of April, 1942.

Mildred Harris  
Clarence Harris  
First Party  
G. B. Van Kleeck  
Second Party

State of Iowa, Johnson County, ss:

On this 20th day of April, 1942, before me, Edward F. Rate, a notary public in and for said County, personally appeared Mildred Harris and Clarence Harris, wife and husband, and G. B. Van Kleeck, to me personally known to be the persons named in and who signed the foregoing agreement, and acknowledged that they signed the same as their voluntary act and deed.

(seal) Edward F. Rate  
Notary Public in and for Johnson County, Iowa.

Recorded this 22nd day of April A. D. 1942, at 8:10 o'clock A. M.

*R. Jones*  
Recorder.

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2777. Allie A. Meeks to the Public. Affidavit. Recording fee .50  
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STATE OF IOWA JOHNSON COUNTY SS:

I, Allie A. Meeks, being first duly sworn, on my oath state that I am vendor in a certain contract dated July 11, 1939, recorded in Book 159, page 403, in the office of the Recorder of Johnson County, Iowa, whereby the premises hereinafter described were sold to George Wagner and Marjorie E. Wagner; that the premises sold by said contract were described as follows:

The Northwest Fractional Quarter of the Northwest Quarter of Section Eighteen (18) and the Southwest Quarter of the Southwest Fractional and all of the Northwest Quarter of the Southwest Fractional Quarter lying South of the railroad right of way and all of the Southwest Quarter of the Northwest Fractional Quarter lying south of the railway right of way of Section Seven (7), all of Township Eighty (80) North, Range Eight (8) west of the 5th P. M., and containing in all 125 acres more or less according to Government survey thereof; that the purchase price of said property under said contract was \$8,600.00, and that the purchasers, George Wagner and Marjorie E. Wagner, have paid thereon at this date the sum of \$860.00 and that there is a balance due on said contract of \$7,740.00.

And the undersigned, George Wagner and Marjorie E. Wagner, being duly sworn, on our oaths state that we have paid upon the purchase price of the contract above referred to the sum of \$860.00.

Dated this 23rd day of April, 1942.

Allie A. Meeks  
George Wagner  
Marjorie E. Wagner  
Dan C. Dutcher

Subscribed and sworn to before me this 23rd day of April, 1942.  
(seal)

Notary Public in and for Johnson County, Iowa.

Recorded this 23rd day of April A. D. 1942, at 3:40 o'clock P. M.

*R. Jones*  
Recorder.

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2904. Carl T. Scott & wife to William A. Meardon & wife. Contract. Recording fee 1.30  
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THIS AGREEMENT, made in duplicate this 20th day of April A.D. 1942, by and between Carl T. Scott and Alma E. Scott, husband and wife, hereinafter known as party of the First Part, and William A. Meardon and Charlotte C. Meardon, husband and wife, hereinafter known as the party of the Second Part:

WITNESSETH: That for and in consideration of the agreements and stipulations as herein contained and the payments to be made as hereinafter specify, the party of the First Part has this day sold and hereby agrees to convey to the party of the Second Part the following described real estate, to-wit:  
Lot Five (5) Block Forty-one (41) East Iowa City, Iowa, according to the recorded plat thereof.