

C E R T I F I C A T E

We, Preston Koser, Mayor of Iowa City, Iowa, and George J. Dohrer, Clerk of Iowa City, Iowa, hereby certify that the foregoing Resolution was duly adopted by the City Council of Iowa City, Iowa, at its meeting in Iowa City, Iowa, September 22, 1947.

(seal)

Preston Koser
Mayor of Iowa City, Iowa.
Geo. J. Dohrer
Clerk of Iowa City, Iowa.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, Hubert Miller and Leona B Miller, husband and wife, and Charles Morganstern and Laura Morganstern, husband and wife, all of Iowa City, Iowa, hereby certify that we are the owners in possession of the following described property:

Lot 8 of the subdivision of the Southwest Quarter of the Southeast Quarter and of all that part of the Southeast Quarter of the Southwest Quarter of Section 11, Township 79 North, Range 6 West of the 5th P.M., lying east of the east line of Clark and Borland's Addition, Iowa City, Iowa, as shown by plat recorded in Plat Book 1, page 75, Plat Records of Johnson County, Iowa.

That we have caused said real estate to be surveyed and sub-divided into blocks, lots, streets, avenues and alleys having the numbers, size, shape and location as shown upon the plat hereto attached, said sub-division to be known as College Court Addition to Iowa City, Iowa.

That the ground contained in the streets, avenues and alleys as set out in said plat is hereby dedicated to the public for street purposes, and the platting of said College Court Addition to Iowa City, Iowa, is with the free consent and in accordance with the desire of the proprietors as herein set forth.

That in sub-dividing and platting said ground as herein set forth as College Court Addition to Iowa City, Iowa, the following restrictions and reservations are made as part of this plat and dedication and shall be binding upon all present and future owners of each and every lot and parcel of ground in said subdivision as covenants running with the land and with the same force and effect as if contained in each subsequent conveyance of said lots or parcels:

1. All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lot other than one detached family dwelling not to exceed two stories in heights and a one-or two-car garage.

2. No building shall be erected on any residential building plot nearer than 25 feet to nor farther than 40 feet from the front lot line, nor nearer than 10% of the width of the lot to any side lot line. The side line restriction shall not apply to a garage located on the rear one-half of a lot, except that on corner lots no garage shall be permitted nearer than 25 feet to the side street line.

3. No residential lot shall be resubdivided into building plots having less than 6000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area of less than 6000 feet

4. All lots indescrbed tract are intended to be used solely by the Caucasian race, and no race or nationality other than those for whom the premises are intended, shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

5. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any protective covenants. In any case no dwelling shall have a ground floor square foot area of less than 672 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half or two-story structure.

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 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.

The abstract of title to said real estate above described, opinion of attorney thereon, and certificates of the county treasurer, clerk of the district court, and recorder of Johnson County, Iowa, are attached hereto in accordance with the provisions of section 409.9 of the Code of Iowa of 1946.

Dated this 30th day of August, 1947.

Hubert Miller
Leona B. Miller
Charles Morganstern
Laura Morganstern

State of Iowa, Johnson County, ss:

On this 30 day of August, 1947, before me, Edward F Rate a notary public in and for said county, personally appeared Hubert Miller and Leona B. Miller, husband and wife, and Charles Morganstern and Laura Morganstern, husband and wife, to me personally known to be the persons named in and who signed the foregoing dedication, and acknowledged the execution thereof to be their voluntary act and deed.

(seal)

Edward F Rate
Notary Public in and for Johnson County, Iowa.
OPINION OF ATTORNEY

I W. R. Hart, hereby certify that I am a practicing attorney at law of Iowa City, Iowa; that I have examined the abstract of title to the property described as follows:

Lot 8 of the sub-division of all that part of the southeast quarter of the southwest quarter of section 11, township 79 north, range 6 west of the 5th P.M., lying east of the east line of Clark and Borland's Addition to Iowa City, Iowa, and of the southwest quarter of the southeast quarter of said section 11, township 79 north, range 6 west of the 5th P.M., according to the plat of said sub-division recorded in Plat Book 1, page 75, in the office of the County Recorder of Johnson County, Iowa; described in the attached plat and known and designated as College Court Addition to Iowa City, Iowa; that the fee title to said property is in Hubert Miller and Charles Morganstern and that said property is free from encumbrance.

Dated this 22d day of September, 1947.

W. R. Hart
Attorney at Law 604 Iowa State Bank Bldg., Iowa City, Iowa.
CERTIFICATE OF COUNTY TREASURER

I, Lumir W Jansa, hereby certify that I am County Treasurer of Johnson County, Iowa and that the land described as follows, to wit:

Lot eight (8) of the sub-division of all that part of the southeast quarter of the southwest quarter of section 11, township 79 north, range 6 west of the 5th P. M. lying east of the east line of Clark and Borland's Addition to Iowa City, Iowa, and of the southwest quarter of the southeast quarter of said section 11, township 79 north, range 6 west of the 5th P.M. according to the plat of said sub-division recorded in Plat Book 1, page 75 in the office of the County Recorder of Johnson County, Iowa; and shown on the attached plat, and known and designated as College Court Addition to Iowa

City, Iowa, is free from taxes.

Dated this 22nd day of September, A.D.1947.

(seal)

Lumir W Jansa

County Treasurer of Johnson County, Iowa.

CERTIFICATE OF Clerk of District Court

I, R.N. Miller, hereby certify that I am the Clerk of the District Court of Iowa in and for Johnson County and that the property described as follows, to-wit;

Lot eight (8) of the sub-division of all that part of the southeast quarter of the southwest quarter of section 11, township 79 north, range 6 west of the 5th P.M. lying east of the east line of Clark and Borland's Addition to Iowa City, Iowa, and of the southwest quarter of the southeast quarter of said section 11, township 79 north, range 6 west of the 5th P. M. according to the plat of said sub-division recorded in Plat Book 1, page 75 in the office of the County Recorder of Johnson County, Iowa; and shown on the attached plat, and known and designated as College Court Addition to Iowa City, Iowa, is free from all judgments, attachments, mechanics or other liens as appears from the records in my office.

Dated at Iowa City, Iowa, this 22nd day of September, A.D.1947.

(seal)

R.N. Miller

Clerk of the District Court of Iowa in and for Johnson County

Certificate of Recorder

I, R.J. Jones, hereby certify that I am County Recorder of Johnson County, Iowa, and that the title in fee to the property described as follows, to-wit:

Lot Eight (8) of the sub-division of all that part of the southeast quarter of the southwest quarter of section 11, township 79 north, range 6 west of the 5th P.M. lying east of the east line of Clark and Borland's Addition to Iowa City, Iowa, and of the southwest quarter of the southeast quarter of said section 11, township 79 north, range 6 west of the 5th P.M. according to the plat of said sub-division recorded in Plat Book 1, page 75, in the office of the County Recorder of Johnson County, Iowa. and shown on the attached plat, and known and designated as College Court Addition to Iowa City, Iowa, is in Hubert Miller and Charles Morganstern and it is free from encumbrance.

Dated at Iowa City, Iowa, this 22nd day of September, A.D.1947.

R.J. Jones

Recorder of Johnson County, Iowa.

Recorded this 23rd day of September 1947, at 2:20o clock P.M.

(See Plat recorded in Plat Book 2, Page 124.)

[Signature]
Recorder.

6576. Harold J Brender and wife et al to Edward Milder and wife. Agreement. Recording fee 1.90

THIS AGREEMENT entered into this 24th day of September, 1947, by and between Harold J. Brender and June E Brender, his wife, and Gustav Brender and Bertha Brender, his wife, parties of the first part, and Edward Milder and Mary Milder, his wife, parties of the second part, WITNESSETH:

That the parties of the first part, in consideration of the sum of \$39,000.00 to be paid as hereinafter set out, do hereby agree to sell and convey, and parties of the second part do hereby agree to purchase, the following described real estate, situated in Johnson County, Iowa, to-wit:

The East Half of the Southeast Quarter, except a certain parcel of land in the Northeast Quarter of the Southeast Quarter described as follows: Beginning on the North side of the road running through the Northeast Quarter of the Southeast Quarter from West to East at its intersection with the West line of said East Half of the Southeast Quarter, thence Northeasterly along the road 22 rods, thence North 20 rods, thence West to the West line of said East Half of Southeast Quarter, thence South to beginning, also the East Half of the Northeast Quarter, except 1 acre for school to-wit: Beginning 30 rods South from the Northwest Corner of the Northeast Quarter of the Northeast Quarter in Section 19, thence South 16 rods, thence East ten rods, thence North 16 rods, thence West 10 rods to beginning in Section 19 and also the Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter in Section 20 and the Northwest Quarter of the Northwest Quarter and Government Lot 6 in Section 29, also 24.97 acres off the North part East of Creek of Government Lot 4 of the Northeast Quarter of the Northeast Quarter in Section 30. Commencing at the Northeast corner of Section 30, thence South along Section line to bank of Iowa River, thence West to bank of creek 2 chains, thence Northwest along Bank of creek to line of Lot 4 in said section, thence North 12.30 chains to the Northwest Corner of Lot 4, thence East to place of beginning in Section 30, all in Township 81 North Range 7 West of the 5th P.M. containing 389.97 acres more or less. Subject to right of ways for public roads or other purposes heretofore laid out or established and other easements, if any, now existing over and across any part of said land.

Parties of the second part agree to pay for said premises as follows: \$2500.00 in cash, receipt of which is hereby acknowledged by parties of the first part, and \$3000.00 on the 1st day of February, 1948, and \$1200:00 on the 1st day of February, 1949, and \$1200.00 on the 1st day of February of each year thereafter until the balance of \$33500.00, together at the rate of 4 per cent per annum payable annually from February 1st, 1948, on all deferred payments shall have been paid in full.

Parties of the second part shall have the privilege of making additional payments of \$100.00 or multiples thereof to apply upon the principal at any interest paying date.

It is agreed and understood that in the event that the farm ground south of the road on the foregoing described premises shall be completely flooded in any year or years so that the crop is destroyed therein, then the parties of the second part shall not be required on the February 1st following the year of such flood to make the annual payment of \$1200.00 herein provided for but shall be relieved of making such payment for that year.

It is further agreed that parties of the first part shall pay the taxes for the year 1947 due and payable in the year 1948, and also all special assessments which may now be a lien upon said property. Parties of the second part shall pay all taxes of every kind and character accruing and becoming a lien on said property after the date of this contract, except the taxes for the year 1947 payable in 1948, before eht same become delinquent.

It is agreed and understood that parties of the first part have hereto contracted to purchase and have entered into a contract for the purchase from the Mutual Benefit Life Insurance Co. of Newark, N. J. of the above described real estate said contract being dated June 20, 1942 and recorded May 11, 1943 in Book 175, page 245 of the Miscellaneous Records of Johnson County, Iowa, and that parties of first part do not yet have a deed to said premises and that there remains unpaid as of the date of this contract an unpaid balance of approximately \$ and parties of the first part agree to pay the balance due on said contract together with all accrued and accruing interest thereon in accordance with the terms of said contract and will observe and perform all the terms, conditions and stipulations in said agreement which are thereunder by the said parties of the first

See Agreement in Book 166 page 412