

The trustee hereby lets said premises to the first party until this instrument be satisfied and released or until default be made under the provisions hereof, upon the following terms: First Party, and every and all persons claiming or possessing such premises of any part thereof by, through or under him, shall pay rent therefor during said term at one cent per month, payable on demand, and shall and will surrender peaceable possession of said premises, and every part thereof to said Trustee upon default or to the purchaser thereof at foreclosure sale, without notice or demand therefor.

And the said Trustee covenants faithfully to perform and fulfill the trusts created, being liable, however, only for willful negligence or misconduct.

IN WITNESS WHEREOF, First Party has hereunto set their hands the day and year above written.

Lemuel G. Boren
Margaret M Boren

STATE OF MISSOURI,)
CITY OF ST. LOUIS) SS

On this 30th day of March, 1940, before me personally appeared LEMUEL G. BOREN and MARGARET M. BOREN, his wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

My term expires
Feb 2, 1944

J O Malle
Notary Public.

Filed & Recorded Apr. 3, 1940 at 10:14'30" A.M. John P. English, Recorder

UNIFORM RESTRICTION AGREEMENT

Adopted by ST. LOUIS REAL ESTATE EXCHANGE

THIS INDENTURE, Made and entered into this 24th day of APRIL, 1939

by and between the subscribing owners of land situated in City Blocks Numbers 4446^E and of the City of St. Louis, Missouri, Parties of the First Part. and ARTHUR C. HOERN, MELVIN L. LEVI and OLIVER F. HANNAUER (hereinafter called Trustees), Parties of the Second Part, WITNESSETH:

WHEREAS, the subscribers hereto are the owners of various parcels of land in the district situated within City Blocks Numbers 4446^E and of the City of St. Louis, State of Missouri, bounded on the NORTH by NATURAL BRIDGE AVE Street; on the EAST by the center line of a public alley running NEWSTADT AVE through said City Block Number; on the SOUTH by LEXINGTON Street, and on the WEST by the center line of a public alley running PARIS AVE through said City Block Number; the several parcels owned by the Parties of the First Part being more particularly described as follows:

STREET	NAME OF PROPERTY OWNER	FRONT	DEPTH	LOT NUMBER
NATURAL BRIDGE AVE	MARCY M & OLGA SMITH	30'	125'	12 ✓
	JAMES B. SARKIS WENTUS	28'	125'	11 ✓
	BLUNDE J & ANN B. HOFFELDER	28'	125'	10 ✓
	WILLIAM H. HARRIS	28'	125'	9 ✓

ST. LOUIS HOMES INCORPORATED		1137 1/2	125	
NEWSTEAD				
FRANK RUSCHER	25'	87 3/4		
EDWARD, ARTHUR, MARGARET M. LOENNER	25'			
HENRIETTA LINSTROTH	25'			
HENRIETTA HAVERSTICK	25'			
EUGENE MARGRETH JR.	25'			
RAYMOND KASSEL	25'			
PETE & CLARA FIEDLER	25'			
HERBERT FRANKS	25'			
PHILIP C. & EMMA K. VOGT	25'			
BERTHA & ANNA M. HOCH	31 1/2			
MISSISSIPPI VALLEY TRUST Co. Trustees				
PARIS AVE				
ALEXANDRIA E. DOKOS	32 3/4	125	1	
CARL & ELMA L. STEIN	30'		2	
NORA BUNTROP	30'		3	
RUDOLPH W. & MARTHA PFUNDT	30'		4	
GEORGE A. & LULU ROTH	30'		5	
JOSEPH EISELE & MARY M.	30'		6	
HAROLD E. STABLE	30'		7	
GOODFORD INV Co. & ALVINA WHETSAL	30'		8	

And, WHEREAS, it is to the mutual benefit and advantage of all of the parties of the First Part to preserve the character of said neighborhood as a desirable place of residence for persons of the Caucasian Race and to maintain the values of their respective properties, and to that end they desire to restrict the use and disposition of their several said parcels of land for the benefit of all parties of the First Part, their heirs, successors and assigns, in the manner hereinafter set forth; and,

WHEREAS, the St. Louis Real Estate Exchange, a corporation, of which said Trustees are respectively the President, Treasurer, and Secretary, is organized to promote the interests of the property owners of the City of St. Louis, and is, therefore, in thorough sympathy with said purpose, and desires to cooperate in the establishment of said restrictions; and,

WHEREAS, it is the desire and intention of the parties of the First and Second Parts to also provide for the enforcement of said restrictions:

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to parties of the First Part in hand paid by the parties of the Second Part, the receipt whereof is hereby acknowledged, the parties of the First Part do covenant and agree to and with each other, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs, or assigns, any of the parcels of land hereinabove described and with parties of the Second Part and their successors in trust as follows, to-wit:

Each of the parties of the First Part covenants and agrees and does hereby create, establish and attach to his, her or its lands hereinabove described, or his, her or its interest therein, the following restrictions upon the use, occupation and enjoyment, sale, alienation (voluntary or by operation of law), encumbrance and descent of said lands, or any part thereof, or any interest therein, and does agree that neither he, she or it, or his, her or its heirs, successors or assigns, owner or owners, grantee or grantees, or their heirs, successors or assigns, or any of them shall or will at any time within the period hereinafter mentioned:

First: Erect, maintain, operate or permit to be erected, maintained or operated any slaughter house, junk shop or rag picking establishment on any of the parcels of land belonging to parties of the First Part and hereinabove described.

Second: Sell, convey, lease or rent to a negro or negroes, or deliver possession to or permit to be occupied by a negro or negroes (no matter how the right to occupancy or title shall be attempted to be acquired) any of the said parcels of land belonging to parties of the First Part and hereinabove described, or any part thereof or any interest therein.

The foregoing restrictions and each of them shall remain and be in force and effect for a period of twenty (20) years from the date hereof, unless sooner terminated by writing executed and acknowledged by the owners in fee of at least seventy-five (75) per cent of the total number of feet frontage upon ~~NORRIS BRIDGE NEWSTEAD~~ LEXINGTON and PARIS Street, of the land of parties of the First Part, hereinabove described and duly recorded.

It is hereby declared to be the intention of these presents that each of the said covenants in this Indenture expressed shall attach to and run with each of the parcels of land of parties of the First Part hereinabove described, and to and with all titles, interest and estate in the same and be binding upon every owner or occupant of every said parcel of land, as fully as if expressly contained in proper and obligatory covenants and conditions in every contract or conveyance of or concerning such parcels or any part thereof, and constitute a servitude and burden thereon.

...infringing or violating or omitting to perform...
 ...of the parties of the First Part or persons or persons owning any of the parcels of land now owned by Parties of the First Part and hereinabove described, in behalf of and for the benefit of themselves or of any owner or any of them to prosecute any proceedings at law or in equity, against the person or persons, infringing or violating, or attempting to infringe or violate, or omitting to perform such covenants, and all other necessary or proper parties, either to prevent the commission of such infringement, or violation, or the continuance thereof, or to recover damages, or other dues, for such infringement, or omission.

The Parties of the First Part, for themselves, their heirs, successors and assigns hereby empower and authorize the Parties of the Second Part to institute and prosecute in their behalf and in their names, and in behalf and in the names of all or any of the then owners of any of the parcels of real estate of Parties of the First Part, hereinabove described, any action or actions at law or in equity, which Parties of the Second Part in their discretion may deem necessary or proper for the enforcement or the prevention of the violation or breach of any of the restrictions by this Indenture established, and to employ, at the expense of said Parties of the FIRST Part, counsel to advise and represent them in such proceedings. This power of attorney being coupled with an interest, is hereby made irrevocable. The vesting of the power in the said Trustees to institute and prosecute such proceedings shall not, however, prevent the exercise by any of the Parties of the First Part, their heirs, successors or assigns from personally exercising the right to institute and prosecute proceedings as in the next preceding paragraph provided.

The Trustees herein named, Parties of the Second Part, are respectively the President, Treasurer and Secretary of the St. Louis Real Estate Exchange, a Corporation, and they shall continue to act as such Trustees until their successors in the said offices of President, Treasurer and Secretary of the St. Louis Real Estate Exchange, respectively, shall have been duly elected and shall have qualified, when such succeeding officers shall, by virtue of their election to such offices, become and be the successors to the Trustees herein named, and each succeeding trustees shall hold office until their successors are chosen in the same way, so that the Trustees hereunder shall at all times consist of the duly elected and qualified President, Treasurer, and Secretary of the St. Louis Real Estate Exchange.

Whenever any action by the said Trustees is required, it shall be sufficient if two of them join in such action.

Whenever the Trustees are referred to in this Indenture, it shall be taken to include the successor, or successors, and the survivor, or survivors of them.

No Trustee herein, or any successor trustee, shall be liable for the neglect or default of another, nor shall any Trustee be liable except for willful misconduct or gross neglect.

The said Trustees hereby accept the said Trust.

APRIL 24, 1939

APRIL 24, 1939

APRIL 24, 1939

Arthur G. Hoehn
Alvin Leger
Oliver F. Hamauer

Justice

IN WITNESS WHEREOF, Parties hereto have executed these presents the day and year first above

written

Carl Stein APRIL 24, 1939 *Emma K. Vogt* MAY 9, 1935
Ethna L. Stein APRIL 24, 1939 *Henrietta Kuystrath* MAY 10, 1935
George A. Rath APRIL 27, 1939 *Edward Lockner* JULY 24, 1939
Lulu Roth APRIL 27, 1939 *Margaret Lehn* JULY 24, 1939
Joseph Woytas APRIL 27, 1939 *Arthur Lachner* JULY 24, 1939
Daphnia Woytas APRIL 27, 1939 *Rudolf E. Sprink* JULY 24, 1939
Nora M. Reutrich APRIL 29, 1939 *Bertha Gandt* JULY 24, 1939
Alvina Whiteel MAY 1, 1939 *Louis Hoover* SEPTEMBER 24, 1934
Pete Fiedler MAY 2, 1939 *Henrietta Haxenstich* OCTOBER 30, 1939
Clara Fiedler MAY 2, 1939 MISSISSIPPI VALLEY TRUST COMPANY, Trustee
Alphreda E. Daker MAY 5, 1939 FOR BERTHA HOCH under will of HENRY F.
Joseph Cisse MAY 5, 1939 HOCH, deceased NOVEMBER 4, 1939
Mathew E. Eiseler MAY 5, 1939 *A.O. Wilson* Vice President.
Arthur R. Welfelder MAY 6, 1939
August R. Welfelder MAY 6, 1939
August R. Welfelder MAY 7, 1939
August R. Welfelder MAY 7, 1939
August R. Welfelder MAY 10, 1939
August R. Welfelder MAY 10, 1939

State of Missouri)
City of St. Louis)

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On the dates set aside their names, before me personally appeared Arthur C. Hoehn, J. Melvin Levi, Oliver F. Hannauer, Carl Stein, Elma L. Stein, George A. Roth, Lulu Roth, Joseph Waytus, Sophia Waytus, Nora M. Suntrop, Alvina Whetzel, Pete Fiedler, Clara Fiedler, Alexandria E. Dokos, Joseph Eisele, Mary M. Eisele, Alphonse J. Hotfelder, Anna R. Hotfelder, Ben Hyken, Mollie Hyken, Raymond Kassel, Mary Cohrs, Emma K. Vogt, Henrietta Linstroth, Edward Loehrer, Margaret Loehrer, Arthur Loehrer, Rudolph W. Pfundt, Martha Pfundt, St. Louis Homes Inc., by S. C. McCluney, Henrietta Haverstick, Mississippi Valley Trust Company, Trustee for Bertha Hoch under will of Henry F. Hoch, deceased, by A. O. Wilson, Vice-President.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, this 1st day of March, 1940.

My term expires June 7, 1942.

Fred W. Schwab
Notary Public

Filed & Recorded Apr. 3, 1940 at 10:18'50" A.M. John P. English, Recorder

Printed Form Approved and Copyrighted, 1931, by the St. Louis Real Estate Exchange. Form 223 Printed and for Sale by the Real Estate Printing and Publishing Co., St. Louis, Mo. Class 5

Quit-Claim Deed

This Deed, Made and entered into this 29th day of March nineteen hundred and Forty, by and between OLE WIRSTAD

of the County _____ of St. Louis State of Missouri part Y _____ of the first part, and FLORA HANSEN

of the City _____ of St. Louis State of Missouri part Y _____ of the second part.

Witnesseth, that the said party _____ of the first part, for and in consideration of the sum of One and no/100 Dollar, (\$1.00) paid by the said party _____ of the second part, the receipt of which is hereby acknowledged, do es— by these presents Remise, Release and forever Quit-Claim unto the said part Y _____ of the second part, the following described Real Estate, situated in the City of St. Louis and State of Missouri, to wit: _____

The Eastern twenty-three (23) feet of Lot 5 of Bailey's Second Addition and in Block No. 1945 of the City of St. Louis, Missouri; fronting twenty-three (23) feet on the North line of Kossuth Avenue by a depth Northwardly of one hundred fifteen (115) feet to an alley fifteen (15) feet wide. Together with improvements thereon known as No. 3013 1/2 Kossuth Avenue.

To Have and to Hold the same, together with all rights and appurtenances to the same belonging, unto the said party _____ of the second part, and to _____ her heirs and assigns _____ forever. So that neither the said party _____ of the First Part, nor _____ his _____ heirs, nor any other person or persons for _____ him _____ or in _____ his _____ name _____ or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

In Witness Whereof, the said party _____ of the first part has executed these presents the day and year first above written.

ole Wirstad

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