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and the trustee shall take possession hereunder, the said hereinafter made shall be void during the period of such possession. In case of default the trustee and holder may have a security of an interest in said property. If it is found a sale had under the provisions therefor or under the decree of court enforcing the lien hereof or until the trust shall be discharged and unless otherwise the real estate with conveyed, the parties of the trust for do hereby demand and claim in behalf of the trust that the real estate should be divided to be held up on the following terms and conditions, to wit: that the parties of the trust and every and all persons claiming or possessing such real estate or any part thereof, by through or under said party of the trust and shall not will during such term of possession thereof or at the rate of one cent a month, payable on demand and shall not will during such term of possession of said real estate and every part thereof, either or otherwise, to sell, convey, lease, mortgage, or purchase or purchase or otherwise for such real estate or any part thereof, or to convey or mortgage of any such real estate respectively and without express consent of the trustee, and the trustee will not will surrender possession of said real estate and every part thereof, which the trustee shall take charge and control of as provided, but the trustee hereinafter named may be removed from service or suspended by the holder or holders of such real estate or any part thereof, or any of them in default, and unless hereof, shall remain in full force and with the same effect and no note had originally been made of nature at such intended time or times, except if all the said notes and the interest thereon shall be promptly paid as the same mature, and if all amounts are paid or a good shall on demand, within ten days be refunded to said parties as aforesaid, the same and if all of the covenants and agreements herein made are complied with and duly kept, then the trust hereby consented shall be released from the lien hereof at the rate of the date of the trust and the trustee hereinafter authorized execute, in full or in part, of release hereof, either alone or jointly with the third party, subject to any conditions provided in any instrument which shall be submitted in this effect, and no action shall be taken or any delegation in which the party of the trust but shall be in default shall be considered as a waiver of any other default then, there before or thereafter existing with the trustee shall not in any way be liable hereunder for anything except to a willful misfeasance or gross negligence to wit: all of the covenants and agreements herein made to be performed by said the rights conferred upon the respective hereof shall be binding upon and inure to the benefit of not only said parties respectively, but also their respective heirs, devisees, representatives, heirs, successors and assigns in Witness whereof, the party of the trust do hereby duly consented these presents on the day and year first above written.

John D. Rolan
Winifred Rolan

State of Missouri ss. On this 13th day of November, 1936, before me personally appeared City of St. Louis John D. Rolan and Winifred Rolan, his wife, to me known to be the persons therein named and who execute of 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 of my office in St. Louis, Missouri, the day and year first above written. My commission expires July 2, 1937.

F. F. Henry Notary Public City of St. Louis, State of Missouri
Filed for Record Nov. 16, 1936. At 11:16 O'clock A.M., Gerald J. Roworth, Recorder of Records

1 Declaration of Restrictions Whereas Theodore C. Salvester and Mack B. Salvester, his wife, were the owners of the following described property, to wit: Lots 1 to 12 inclusive of Garden Lane, a subdivision in section 36, Township 45 north, range 5 east, in the County of St. Louis, Missouri, as per plat thereof filed for record in the office of the Recorder of Records in the County of St. Louis, Missouri, on - 1936, as daily # - And Whereas said Theodore C. Salvester and Mack B. Salvester, his wife, as devisees of unperfected restrictions on said property

Now therefore, we, the undersigned owners of the property herein above described do hereby create and establish the restrictions and conditions hereinafter set forth upon said property, which said conditions and restrictions shall be binding on the present and future owners of said property, their heirs, successors and assigns, as follows, to-wit: 1. No more than one house shall be erected on any lot in said subdivision. 2. No building shall be erected, or used on any lot or parcel of ground contained within the above described tract of land other than for a single family private residence, nor shall any residence or any portion thereof be used or occupied for other than private residence or by any person or persons except those of the Caucasian race, except when employed as servant to the family and not otherwise. 3. No building shall be erected on any part of said property which shall be less than 1 1/2 stories in height, and which shall exceed ten (10) feet in width of eavelets and all buildings so erected on said property shall be completely finished on the exterior. 4. No lot or parcel of ground contained within the above described property shall be sold, rented, leased or in any other manner conveyed or disposed of to any person or persons other than those of the Caucasian race. 5. The garage shall be connected with the residence and no other building of any kind shall be permitted on said property. 6. All grade lines shall conform with the grade line on adjacent lots. 7. All plans and specifications for buildings erected on any part of said property shall be submitted to the above named committee for their approval before the commencement of the erection of any such building. In the event of the death of said Theodore C. Dalwitz, in the event that said Theodore C. Dalwitz shall finally dispose of all his right title and interest in said above described property then an architectural committee consisting of three members shall be selected by majority of the lot owners in said subdivision for the purpose of approving all plans and specifications which said majority of owners shall be determined by allowing one vote for each lot in said subdivision. 8. These restrictions and conditions shall remain in full force and effect for a period of seven (7) years from the date of this instrument and at the expiration of said period shall be renewed and conditions shall apply for an indefinite period. 9. These restrictions and conditions shall apply to the above described property by the original seller, her heirs, assigns, the Recorder of Deeds of the County of St. Louis, Missouri, and all persons who shall hereafter acquire and receive title, beginning with the date of this instrument and shall apply to all persons who shall hereafter acquire and receive title to said additional period of seven (7) years from the date of this instrument. This 11th day of September, 1936.

Theodore C. Dalwitz
 Mae B. Dalwitz

Witness my hand and seal this 11th day of September, 1936, before me, a person duly qualified to act as a Notary Public in and for the State of Missouri, and Theodore C. Dalwitz and Mae B. Dalwitz, his wife, both of whom are known to me and who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed. My commission expires on the 11th day of September, 1937.

Raymond M. Kinley, Notary Public

Filed for Record on 11/27/1936 at 10:45 O'clock P.M. Gerald J. Downarth, Recorder of Deeds

Witness my hand and seal this 11th day of October, 1936, before me, a person duly qualified to act as a Notary Public in and for the State of Missouri, and Joseph Hagyan and Lucille Hagyan, his wife, both of whom are known to me and who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed. My commission expires on the 11th day of October, 1937.

Raymond M. Kinley, Notary Public

Witness my hand and seal this 11th day of October, 1936, before me, a person duly qualified to act as a Notary Public in and for the State of Missouri, and Hilda Cannon and Albert Cannon, her husband, both of whom are known to me and who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed. My commission expires on the 11th day of October, 1937.

Raymond M. Kinley, Notary Public