

Thomas Allen 73

Abstract of Title

Plant and Service

The books, minutes and plats composing the abstract plant owned and operated by the Kansas City Title Insurance Company have been in daily use and process of development throughout the history of the abstract business in Kansas City. They include all record information affecting titles to real estate in

Jackson County, Missouri
Clay County, Missouri and
Wyandotte County, Kansas

from the time the Federal Government owned the land to the present date.

Title Insurance

Buyers, lessees and mortgagees of real estate may obtain title insurance thereon upon our approval of title and upon payment of a moderate premium.

Rates and other information furnished promptly upon request.

Title insurance is the only guaranteed protection against real estate title losses.

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Chairman of the Board

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WILLIAM H. MCNEAL,
Manager National Title Department

Kansas City Title Insurance Company

The Largest Title Company in The Southwest

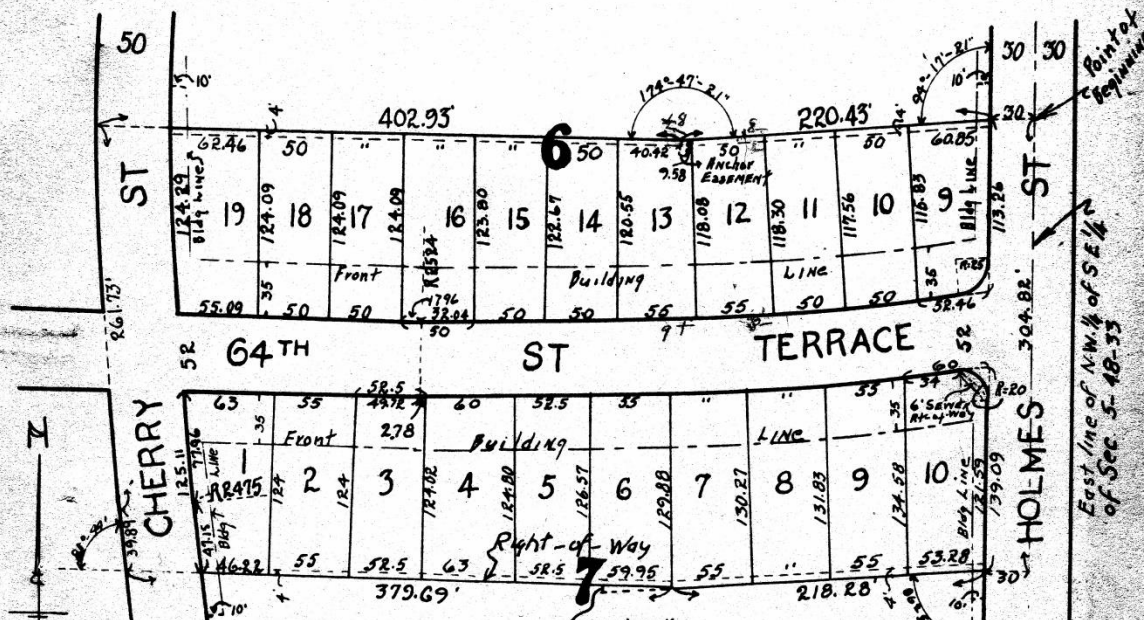
ABSTRACTS : TITLE INSURANCE :: ESCROWS

Title and Trust Building
112 East Tenth Street
Kansas City, Missouri

KANSAS CITY TITLE AND TRUST COMPANY

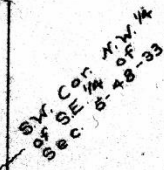
CAPITAL \$1,000,000

Oak-Meyer Gardens



CAPITAL \$750,000

65833-3 of
Cof. N.W. 14 of
Sec. 6-48.33



United States of America

To

Boone Hayse

PATENT

Dated Nov. 1, 1848
Filed Dec. 15, 1925
Book B 2628, Page 243
No. A-264648

The United States of America
Certificate No. 20577

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING.

WHEREAS, Boone Hayse, of Jackson County, Missouri, has deposited in the General Land Office of the United States, a certificate of the Register of the Land Office at Lexington whereby it appears that full payment has been made by the said Boone Hayse, according to the provisions of the Act of Congress of the 24th of April 1820, entitled "An Act making further provision for the sale of the Public Lands," for the West half of the Southeast quarter of Section five, in Township 48, of Range 33, in the District of Lands subject to sale at Clinton formerly Lexington, Missouri, containing 80 acres, according to the official plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General which said tract has been purchased by the said Boone Hayse.

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress, in such case made and provided, Have Given and Granted, and by these presents Do Give and Grant, unto the said Boone Hayse, and to his heirs, the said tract above described;

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said Boone Hayse, and to his heirs and assigns forever.

IN TESTIMONY WHEREOF, I, James K. Polk, President of the United States of America, have caused these Letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington the first day of November in the year of Our Lord 1848 and of the Independence of the United States, the Seventy third.

(L.S.) By the President: James K. Polk
By: J. K. Stephens, Jr., Sec'y.
(L.S.) S. W. Laughlin, Recorder of
the General Land Office.

Department of the Interior
General Land Office
Washington, D.C. Dec. 10, 1925.

I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.

M. P. LeRoy, Recorder.

Boone Hays and
Kitturah, his wife

To

Samuel Hays

WARRANTY DEED
Dated April 18, 1845
Filed April 28, 1845
Book K, Page 408
Cons. \$1.00

Grant, Bargain, Sell, Alien and Convey unto said second party the following described land situate in Jackson County, Missouri, to-wit:

The North end of the East 1/2 of the Southwest 1/4 of Section 33, Township 49, Range 33, containing 40 acres. Also the West 1/2 of the Southeast 1/4 of Section 5, Township 48, Range 33 containing 80 acres. (And other land).

To Have and To Hold the same unto said Samuel Hays and his heirs and assigns forever.

Said Boone Hays and Kitturah, his wife, covenant to Warrant and Defend against all lawful claims.

Attest our hands and seals this April 18, 1845.

Boone Hays (Seal)

Kitturah Hays (Seal)

State of Missouri)
(ss
County of Jackson)

Be it remembered that on this April 18, 1845, before me, J. Brown Hovey, a Justice of the Peace within and for the County and State aforesaid personally came Boone Hays and Kitturah Hays his wife who are both personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing as having executed the same and acknowledged the same to be their act and deed for the purposes therein mentioned. She, the said Kitturah Hays being by me first made acquainted with the contents thereof and examined separate and apart from her husband acknowledged that she executed the foregoing instrument of writing and relinquishes her dower in and to the real estate therein mentioned freely, voluntary and without compulsion or undue influence of her said husband.

Taken and certified the day and year aforesaid.

J. Brown Hovey, J.P.

Samuel Hays and
Rebecca Hays, his wife,
of Jackson County, Missouri.

WARRANTY DEED
Dated April 30, 1852
Filed August 9, 1852
Book T, Page 116
Cons. \$900.00

To

James M. Hunter,
of County and State aforesaid.

Know All Men By These Presents that we Samuel Hays and Rebecca Hays his wife of Jackson County in the State of Missouri for and in consideration of Nine hundred dollars the receipt whereof is hereby acknowledged hath bargained, sold and conveyed unto James M. Hunter of the County and State aforesaid the following described tracts or parcels of land lying and being in the County and State aforesaid, namely the West half of the Southeast quarter of Section 5, Township 48, Range 33, containing 80 acres more or less. Also the North half of the Southeast quarter of Section 14, Town- 49, Range 33, containing 80 acres more or less.

To Have and To Hold unto the said James M. Hunter and his heirs and assigns forever the above described premises.

And we the said Samuel Hays and Rebecca his wife do further bind ourselves to warrant, defend and maintain unto the said James M. Hunter his heirs and assigns, a good and perfect title in fee simple forever to the above described land and premises.

In Testimony Whereof we hereunto set our hands and seals this 30th day of April A.D. 1852.

Samuel Hays (Seal)
Rebecca Hays (Seal)

State of Missouri)
(ss
County of Jackson)

Be It Remembered that Samuel Hays and Rebecca, his wife who are personally known to the undersigned a Justice of the Peace, within and for said County to be the persons whose names are subscribed to the within Deed as parties thereto this day appeared before me and acknowledged that they executed and delivered the same as their voluntary act and deed for the uses and purposes therein contained, and the said Rebecca being by me made acquainted with the contents of said deed acknowledged in an examination apart from her said husband, that she executed the same and relinquishes her dower in the Real Estate therein mentioned freely and without compulsion or undue influence of her said husband.

Given under my hand this 30th day of April 1852.

L. P. Mills, Justice of the Peace.

James M. Hunter and
Julia A. Hunter, his wife
of Jackson County, Missouri
To
Ayers White of Jackson
County, Missouri.

WARRANTY DEED
Dated August 25, 1853
Filed October 15, 1853
Book V, Page 5
Cons. \$1000.00

KNOW ALL MEN BY THESE PRESENTS, that we, James M. Hunter and Julia A. Hunter his wife of the County of Jackson and State of Missouri of the first part and Ayers White of the same County and State of the second part.

WITNESSETH That the said party of the first part have this day sold unto the said party of the second part a certain tract or parcel of land lying and being in the County aforesaid and designated as follows, viz:

The West half of the Southeast quarter of Section 5, Township 48, Range 33 containing 80 acres more or less for and in consideration of the sum of \$1000.00, cash in hand paid, the receipt whereof is hereby acknowledged to him the said Ayers White.

To Have and To Hold the same with all the appurtenances thereunto belonging and we the said party of the first part do further bind ourselves our heirs, executors and administrators forever to Warrant and Defend unto him the said Ayers White of the second part his heirs and assigns forever the above described premises.

Witness hands and seals.

James M. Hunter (Seal)
Julia A. Hunter (Seal)

State of Missouri)
(ss
County of Jackson)

Be It Remembered that James M. Hunter and Julia A. Hunter his wife, who are personally known to the undersigned a Justice of the Peace within and for said County to be the persons whose names are subscribed to the within Deed as parties thereto this day appeared before me and acknowledged that they executed the same and delivered it as their voluntary act and deed for the uses and purposes therein contained. And the said Julia A. Hunter being by me made acquainted with the contents of said Deed acknowledged on an examination apart from her said husband that she executed the same and relinquished her dower in the real estate therein mentioned freely and without compulsion or undue influence of her said husband.

Given under my hand this 25th day of August A.D. 1853.

E. M. McGee, Justice of the Peace.

Christian Meyer,
of Jackson County, Missouri.

WARRANTY DEED
Dated March 13, 1866
Filed July 31, 1866
Book 46, Page 333
Cons. \$1900.00

Grant, Bargain and Sell unto the said party of the second part the following described real estate in Jackson County, Missouri.

The West half of the Southeast Quarter of Section 5, Township 48, Range 33 containing 80 acres, more or less according to the U. S. Government survey.

To Have and To Hold the said tract, piece or parcel of land with all the appurtenances thereunto belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, and to his heirs and assigns forever, the said party of the first part for himself his heirs, executors and administrators covenants and agrees to and with the said party of the second part and his heirs and assigns that they will Warrant and forever Defend the title to the above granted premises against the lawful claims of all persons whomsoever.

Witness hand and seal.

State of Missouri)
County of Jackson) ss

Ayers White (Seal)

Be It Remembered that on this 13th day of March A.D. 1866 before one Christopher C. Huffaker, a Justice of the Peace within and for the County and State aforesaid personally appeared Ayers White who is personally known to me to be the identical person whose name is subscribed to the within and foregoing deed as having executed the same as a party thereto and severally acknowledged the same to be his voluntary act and deed for the purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand at my office in the Town of Westport, County and State aforesaid this 13th day of March A.D. 1866.

C. C. Huffaker, J.P.

H. C. Harper

A F F I D A V I T
Filed December 15, 1925
Book B 2628, Page 241
No. A-264647

State of Missouri)
 (ss
County of Jackson)

I, H. C. Harper being duly sworn on his oath says that he has been a resident of Jackson County, Missouri, for 39 years and that he was personally acquainted with Ayers White during his lifetime and when he sold his farm to Christian Meyer; that on the 13th day of March, 1866 the said White was single and unmarried.

H. C. Harper

Subscribed and sworn to before me this 17th day of February 1890.

My commission expires May 21, 1893.

(L.S.)

Dimnick D. Drake, Notary Public,
Jackson County, Missouri.

Christian Meyer and
Johanna W. C. Meyer, his wife
of Jackson County, Missouri.

To

Ayers White,
of Jackson County, Missouri.

M O R T G A G E
Dated March 15, 1866
Filed Dec. 13, 1866
Book 49, Page 370
Cons. \$900.00

Conveys the following described land in Jackson County,
Missouri, to-wit:

The West half of the Southeast quarter of Section 5, Town-
ship 48, Range 33 containing 80 acres more or less according to the
U. S. Government Survey.

To secure payment of note for \$900.00 payable on the first
day of Jany. 1871, with interest at 8% per annum to be paid yearly,
but to draw no interest until the first of Jany. next.

On the margin of the record of the foregoing Mortgage is
the following:

This Deed of Mortgage is satisfied in full both principal
and interest.

Witness my hand and seal this 23rd March 1872.

Ayers White (Seal)

Attest: C. D. Lucas, Recorder.

By: H. G. Goodman, D.R.

Christian Meyer and
Margaret Meyer, his wife,
of Jackson County, Missouri.

To

William Reinsch.

DEED OF MORTGAGE
Dated June 13, 1881
Filed June 17, 1881
Book B 58, Page 555
Cons. \$1600.00

CONVEYS:

All that tract or parcel of land situated in the County of
Jackson and State of Missouri and described as follows:

The West half of the Southeast 1/4 of Section 5, Township
48, Range 33 containing 80 acres more or less.

Given to secure the sum of \$1600.00 to be paid as follows,
to-wit: Eight Hundred Dollars to be paid in twelve months from the
date hereof June 13th, 1881 bearing 8% interest from date, and one
note due two years after date for Eight Hundred Dollars with 8%
interest from date, making two notes bearing even date herewith.

On the margin of the record of the foregoing Deed of
Mortgage appears the following:

This Deed of Mortgage is satisfied in full both principal
and interest.

Given under my hand and seal on this April 25th, 1883.

Wm. Reinsch (Seal)

Attest: C. D. Lucas, Recorder.

By: E. F. Hedges, D. R.

Road Record 4, Page 16
January Term 1887.

In the County Court of
Jackson County, Missouri,
at Independence.

Now at this day comes David Waldo, E. F. Hill and others and file relinquishment of right of way for new road in Westport Township which said relinquishment is by the court accepted and said road established and declared to be a public highway, 60 feet wide, and it is ordered that the same be opened as by law required.

Said relinquishment is in words and figures as follows:-

Relinquishment of right of way for a public road 60 feet wide:

We the undersigned hereby release to Jackson County, Missouri the right of way for a public road where the same runs over our respective lands as fully described in the plat of said road which is herewith filed; and said road commences at:

Beginning at the Northwest corner of Northeast 1/4 of Southeast 1/4 of Section 32, Township 49, Range 32, thence due South along the 1/4 1/4 Section line till the same opens into the road running along the Northwest 1/4 of Northeast 1/4 of Section 17, Township 48, Range 32. It being the extension of Holmes Street.

This dedication is made upon the express understanding that when said road ceases to be used as a public highway this grant of right of way will be void.

Given under our hands and seals this 8th day of Dec. 1886.

David Waldo	(Seal)
E. F. Hill	(Seal)
D. S. Self	(Seal)
Miles Hail	(Seal)
Christ Meyer	(Seal)
W. H. Davis	(Seal)

In the matter of the petition
of David Waldo and others, for
new road in Westport Township.

In the County Court of
Jackson County, Missouri,
at Independence.

Petition filed May 7, 1888.

February Term 1889
February 4th, 1889
Road Record 4, Page 312.

Road is by the Court established and declared to be a public highway, which road commences at a point at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 49, Range 33, thence due South along the half Section line through the centers of Section 32, Township 49, Range 33 and Section 5, Township 48, Range 33 to the center of Section 8, Township 48, Range 33, where the proposed road intersects the road running East and West through center of Section 8, Township 48, Range 33 known as the Independence and Olathe Road.

Christian Meyer and
Margaret Meyer, his wife
of Jackson County, Missouri.

To

Lula W. Sloan,
of Jackson County, Missouri.

WARRANTY DEED
Dated Feb. 26, 1890
Filed Feb. 26, 1890
Book B 397, Page 557
No. 142116
Cons. \$16,000.00

Grant, Bargain and Sell unto the said party of the second
part, the following described land in Jackson County, Missouri.

All of the North 1/2 of the West 1/2 of the Southeast 1/4
of Section 5, Township 48, Range 33 containing 40 acres more or less.

To Have and To Hold the premises aforesaid unto the said
party of the second part and unto her heirs and assigns forever.

Grantors covenant to warrant and defend against all lawful
claims, except the taxes for 1890 and thereafter.

Witness hands and seals.

	Christian Meyer	(Seal)
	her	
Witness: D. D. Drake	Margaret x Meyer	(Seal)
Nellie Green	mark	
Maggie Wolter		

State of Missouri)
County of Jackson) ss

On this 26th day of February 1890, before me Dimmick D. Drake
a Notary Public in and for said County, personally appeared Christian
Meyer and Margaret Meyer his wife, to me known to be the persons
described in and who executed the foregoing instrument, and acknow-
ledged that they executed the same as their free act and deed.

Attest hand and official seal.

My term expires 21st day of May 1893.

(L.S.)

Dimmick D. Drake, Notary Public.

Lula W. Sloan and
Wm. M. Sloan, her husband,
of Jackson County, Missouri.

To

Charles E. Force, Trustee for
Ephraim S. Force,
of Jackson County, Missouri.

DEED OF TRUST
Dated Feb. 26, 1890
Filed Mar. 8, 1890
Book B 381 Page 494
No. 142812
Cons. \$1.00

CONVEYS:

All of the Northwest 1/4 of the Southeast 1/4 of Section
5, Township 48, Range 33, containing 40 acres.

To secure the payment of a promissory note for the sum
of \$8000.00 due 90 days after date, with interest from date at the
rate of 8% per annum.

On the margin of the record of the foregoing Deed of Trust
appears the following:

The note described herein having been assigned to me, I
hereby acknowledge satisfaction in full of this Deed of Trust.

Witness my hand and seal this 18th day of July 1890.

Chas. E. Force, Assignee (Seal)

Attest: J. W. Hinde, Recorder.

By: R. L. Hedges, Deputy.

The note described herein was presented and cancelled in
my presence.

Attest: J. W. Hinde, Recorder.

By: R. L. Hedges, Deputy.

William M. Sloan and
Lula W. Sloan, his wife,
of Jackson County, Missouri.

To

John S. Tilney,
of Essex County, New Jersey.

WARRANTY DEED
Dated July 18, 1890
Filed July 18, 1890
Book B 444 Page 60
No. 153746
Cons. \$24,000.00

Grant, Bargain and Sell unto the said party of the second
part, the following described land in Jackson County, Missouri, towit:

All of the West half of the Southeast quarter of Section 5,
Township 48, in Range 33, containing 80 acres.

To Have and To Hold unto the said party of the second part
and unto his heirs and assigns forever.

Grantors covenant to warrant and defend against all lawful
claims, except all taxes for the year 1891.

Witness hands and seals.

Wm. M. Sloan (Seal)
Lula W. Sloan (Seal)

State of Missouri)
 (ss
County of Jackson)

On this 18th day of July 1890 before me a Notary Public,
in and for the County and State aforesaid, personally appeared
William Sloan and Lula W. Sloan, 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.

Attest hand and official seal.

My term as Notary Public expires Sept. 14, 1892.

(L.S.)

Frank Connie, Notary Public.

Kansas City, Missouri

To

Kansas City, Missouri

CERTIFICATE OF PURCHASE

Dated March 27, 1911

Filed April 15, 1911

Book B 1368, Page 461

No. 812282

Cons. \$173.55

CONVEYS:

All of N. W. 1/4 S. E. 1/4 Sec 5-48-33 and all of S. W. 1/4 S. E. 1/4 Sec. 5-48-33, situated in Kansas City, Missouri.

Sold for City taxes for the year A.D. 1910.

Redeemed.

Kansas City, Missouri

To

Kansas City, Missouri

CERTIFICATE OF PURCHASE

Dated Jan. 12, 1912

Filed May 2, 1912

Book B 1415, Page 336

No. 867337

Cons. \$200.09

CONVEYS:

All of the N. W. 1/4 S. E. 1/4 Sec. 5-48-33 (Except part in Streets). Also all of the S. W. 1/4 S. E. 1/4 Sec. 5-48-33 (except part in Streets) situated in Kansas City, Missouri.

Sold for City taxes for the year A.D. 1911.

Redeemed.

Kansas City, Missouri.

To

Kansas City, Missouri.

CERTIFICATE OF PURCHASE

Dated Feb. 20, 1913

Filed March 4, 1913

Book B 1413 Page 561

No. 914069

Cons. \$410.21

CONVEYS:

All of N. W. 1/4 S. E. 1/4 Sec. 5-48-33 except part in
Streets all of S. W. 1/4 S. E. 1/4 Sec. 5-48-33 except part in
Streets situated in Kansas City, Missouri.

Sold for City taxes for the year A.D. 1912.

Redeemed

Kansas City, Missouri

To

Kansas City, Missouri

CERTIFICATE OF PURCHASE

Dated January 22, 1920

Filed May 6, 1920

Book B 2123 Page 283

No. 1417678

Cons. \$87.63

CONVEYS:

All of N. W. 1/4 S. E. 1/4 Sec. 5-48-33 (except part in
Streets and Blvd.) and all of the S. W. 1/4 S. E. 1/4 Sec. 5-48-33
(except part in Streets), situated in Kansas City, Missouri.

Sold for 2 mills on valuation only for the year 1919.

Redeemed

An Ordinance to open and establish a Public Parkway along Flora, Lydia and Woodland Avenues, 64th Street and other lands in the Westport, Southwest and Swope Park Districts of Kansas City, Missouri.

In the City Clerk's Office of Kansas City, Missouri.

Ordinance No. 9525
Approved Aug. 9, 1911

That a public parkway be established as follows:-

Beginning *** thence Southwesterly along a curve to right radius 700.05 feet, 510 feet to a point 761.05 feet West of East line and 70 feet South of North line of the South 1/2 of Northwest 1/4 of the Southwest 1/4 of said Section 4, thence West and parallel with the North line of South 1/2 of Northwest 1/4 of Southwest 1/4 of Section 4 aforesaid and along a line 70 feet South of and parallel with the North line of the South 1/2 of North 1/2 of South 1/2 of Section 5, Township 48, Range 33, to East line of Wornall Road, thence North to a point 70 feet North measured at right angles of the West prolongation of the South line of the North 1/2 of the North 1/2 of the South 1/2 of said Section 5, thence East and parallel with said South line to point 60 feet West of the South prolongation of the West line of Campbell Street, thence Northwesterly along curve to left, radius 50 feet to a point 120 feet North of the South line of North 1/2 of North 1/2 of Southeast 1/4 of said Section 5 and 10 feet West of the South prolongation of West line of Campbell Street, thence *** to beginning.

Settled in full.

A certified copy of Judgment and Decree of Circuit Court of Jackson County, Missouri in the proceedings under above Ordinance No. 9525 was filed for record in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City March 12th, 1915 in Book B 1623, Page 117 Document No. 1029021.

To name the parkway in Westport
Southwest and Swope Park Districts
established by Ordinance No. 9525.

In the City Clerk's Office
of Kansas City, Missouri.

Ordinance No. 16850
Approved Aug. 1, 1913

BE IT ORDAINED BY THE COMMON COUNCIL OF KANSAS CITY:

Section 1: That all that portion of a certain parkway opened and established under Ordinance No. 9525 from North line of South 1/2 of Section 28, Township 49, Range 33, to the Southern Boundary of Kansas City, except that portion lying East of a line 247.3 feet West of East line of Southwest 1/4 of Southeast 1/4 of Section 4, Township 48, Range 33, and that portion lying West of a line 120 feet West of and parallel with East line of Northwest 1/4 of Southwest 1/4 of said Section 4, and South of South line of 63rd Street, be and the same is hereby named and shall hereafter be known as "The Paseo", and that portion of said parkway from East line of Wornall Road to a line 120 feet West of and parallel with East line of Northwest 1/4 of Southwest 1/4 of said Section 4, and South of South line of 63rd Street, except that portion of said Parkway along South prolongation of Rockhill Road, lying North of a line 70 feet North of and parallel with South line of North 1/2 of Northeast 1/4 of Southeast 1/4 of Section 4, Township 48, Range 33 and all that portion of said parkway as described under said ordinance from a line 247.3 feet West of and parallel with East line of Southwest 1/4 of Southeast 1/4 of Section 4, Township 48, Range 33, to East line of Southwest 1/4 of Southeast 1/4 of Section 3, Township 48, Range 33, be and the same is hereby named and shall hereafter be known as "Meyer Boulevard."

All that portion of said Boulevard from North line of 63rd St., to a line 70 feet North of and parallel with South line of North 1/2 of Northeast 1/4 of Southeast 1/4 of said Section 5, be and the same is hereby named and shall hereafter be known as "Rockhill Road."

John S. Tilney

To

Kansas City, a
Municipal Corporation

SEWER RIGHT OF WAY DEED

Dated June 6, 1922

Filed March 12, 1923

Book B 2381, Page 30

No. A-103096

Cons. \$1.00 and for other
good and sufficient consi-
derations.

KNOW ALL MEN BY THESE PRESENTS: That John S. Tilney party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations to be paid, (the receipt of which is hereby acknowledged) by Kansas City, a municipal corporation of the County of Jackson and State of Missouri, party of the second part, do hereby grant, remise, release and forever Quit Claim unto the said party of the second part, the right to build, construct, keep and maintain a sewer over and upon the following described tract of land situated in Kansas City, County of Jackson and State of Missouri, to-wit:

A strip of land 15 feet wide being 7.5 feet on each side of the following described center line exclusive of Streets and boulevards and existing sewer rights of way.

Beginning at the intersection of the North and South center line of Section 5, Township 48, North Range 33 West with a line 30 feet South of the North line of 65th Street; thence Northeasterly along a curve to the left tangent to a line which makes a Southwest angles of 54 degrees 37 minutes 20 seconds with the North and South center line of said Section 5, and with a radius of 100 feet and a central angle of twenty-nine degrees forty-two minutes a distance of 51.84 feet; thence continuing Northeasterly along a line tangent to the last described curve a distance of 398.6 feet; thence along a curve to the left with a radius of 100 feet and a central angle of 24 degrees forty-nine minutes a distance of 43.31 feet to a point 140 feet South of Meyer Boulevard; thence along a line tangent to the last described curve and 210 feet East of the North and South center line of Section 5, Township 48 North, Range 33 West to a point 25 feet North of the North line of Meyer Boulevard.

Also a strip of land 6 feet wide being 3 feet on each side of the following described center line: Beginning at a point on the North line of Meyer Boulevard 200 feet East of the North and South center line of Section 5, Township 48, North Range 33 West; thence Northerly 130 feet more or less to an existing sewer at a point 200 feet East of the East line of Oak Street. Said party of the second part shall have the right at all times to go upon the land herein described to construct, maintain and repair the said sewer as may be necessary.

Nothing in this deed shall be construed so as to grant any right to said party of the second part which shall in anyway interfere with the safe and unrestricted use by the part- of the first part of the land above and adjacent to said sewer, except that said part- of the first part shall not use nor attempt to use said property in such manner as would interfere with the proper, safe and continuous use of said sewer by the public.

In Testimony Whereof, the said party of the first part has hereunto set his hand and seal this 6th day of June 1922.

John S. Tilney (Seal)

State of Missouri)
County of Jackson) ss

On this 6th day of June 1922 before me, personally appeared John S. Tilney to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Jackson County, Missouri, the day and year first above written.

(L.S.)

Robert R. Moore, Notary Public,
of Jackson County, Missouri.

My term expires July 11th, 1923.

To accept a Quit-Claim Deed
for Sewer Rights of Way.

O R D I N A N C E
Filed March 12, 1923
Book B 2262, Page 560
No. A-103095

Approved Nov. 17, 1922

BE IT ORDAINED BY THE COMMON COUNCIL OF KANSAS CITY,
MISSOURI:

Section 1: That the Quit Claim Deed for Sewer rights of way given to Kansas City by the following persons and to the following described property be and the same is hereby accepted.

John S. Tilney: A strip of land 15 feet wide being 7.5 feet on each side of the following described center line exclusive of the streets and boulevards and existing sewer rights of way. Beginning at the intersection of the North and South center line of Section 5, Township 48, North Range 33 West with a line 30 feet South of the North line of 65th Street; thence Northeasterly along a curve to the left, tangent to a line which makes a Southwest angle of 54 degrees 37 minutes 20 seconds with the North and South center line of said Section 5, and with a radius of 100 feet and a central angle of 29 degrees, 42 minutes a distance of 51.84 feet; thence continuing Northeasterly along a line tangent to the last described curve a distance of 398.6 feet; thence along a curve to the left with a radius of 100 feet and a central angle of 24 degrees 49 minutes a distance of 43.31 feet to a point 140 feet South of Meyer Boulevard, thence along a line tangent to the last described curve 210 feet East of the North and South center line of Section 5, Township 48 North Range 33 West to a point 25 feet North of the North line of Meyer Boulevard.

Also a strip of land 6 feet wide being 3 feet on each side of the following described center line. Beginning at a point on the North line of Meyer Boulevard 200 feet East of the North and South center line of Section 5, Township 48, North Range 33 West, thence Northerly 130 feet more or less to an existing sewer at a point 200 feet East of the East line of Oak Street.

Section 2: That the sum of \$1.00 and the same is hereby appropriated out of the Expense Department to pay the consideration named in this deed amounting to \$1.00.

Section 3: All Ordinances or parts of Ordinances in conflict with this Ordinance are insofar as they so conflict hereby repealed.

I hereby certify that sufficient unappropriated money stands to the credit of the fund or funds herein mentioned to meet the requirements of this ordinance and that the same is in the treasury.

John T. Smith,
City Comptroller.

Passed Oct. 30, 1922
Wm. F. Fleming, Speaker
Lower House of the Common
Council.

Passed Nov. 13, 1922
Bryce B. Smith, President
Upper House of the Common
Council.

Attest: Michael J. Pendergast
City Clerk (LS)
By: Wm. E. Kehoe, Deputy.

Approved Nov. 17, 1922
Frank H. Cromwell, Mayor.

State of Missouri)
(ss
County of Jackson)

On this 17th day of November 1922, before me a Notary Public, in and for said County, personally appeared Michael J. Pendergast, to me known to be the City Clerk of Kansas City, Mo., in the above and foregoing Ordinance mentioned and acknowledged the said Ordinance to be the act and deed of said Kansas City duly ordained by the Common Council of said City and duly approved by the Mayor of said City as therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Mo., the day and year first above written.

My term expires March 6, 1926.

(L.S.)

Grace E. McKnight, Notary Public,
within and for Jackson County, Missouri.

John S. Tilney and
Georgiana E. Tilney his wife
of Orange City, New Jersey

To

Isla L. Derr,
of Jackson County, Missouri.

WARRANTY DEED
Dated Jan. 19, 1926
Filed Mar. 8, 1926
Book B 2100 Page 598
No. A-274587
Cons. \$1.00 and other
valuable considerations.

Grant, Bargain and Sell unto the said party of the second
part, the following described land in Jackson County, Missouri, to wit:

All of the Northwest Quarter of the Southeast Quarter of
Section 5, Township 48, Range 33; subject to the rights of the public
over and along 63rd Street, Meyer Boulevard, Oak Street and Holmes
Street as now established containing 39.288 acres measured to the
center line of adjoining Streets and subject to public sewer easements
now of record thereon.

To Have and To Hold unto the said party of the second part,
and unto her heirs and assigns forever.

Grantors covenant to warrant and defend against all lawful
claims; except all taxes and assessments both general and special
which could not be paid on October 12th, 1925.

Witness hands and seals.

I. R. \$147.50

John S. Tilney (Seal)

Georgiana E. Tilney (Seal)

State of New Jersey)
(ss
County of Essex)

On this 11th day of February 1926, before me
the undersigned a Notary Public, personally appeared John S. Tilney
and Georgiana E. Tilney his wife, to me known to be the persons
described in and who executed the foregoing instrument and acknowledg-
ed that they executed the same as their free act and deed.

Attest hand and official seal.

My commission expires March 26, 1928.

(L.S.)

Fred Herrmann, Notary Public.

State of New Jersey)
County of Essex) ss

I, John H. Scott Clerk of the County (and also Clerk of the Circuit Court of Common Pleas the same being Courts of Record of the aforesaid County having by law a Seal) do hereby certify that Fred Herrmann Esquire whose name is subscribed to the attached Certificate of acknowledgment proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit a Notary Public duly commissioned and sworn and residing in said State and was as such Notary Public an officer of said State duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds for the conveyance of land, tenements or hereditaments and other instruments in writing to be recorded in said State and that the said acknowledgment is duly executed and taken according to the laws of said State and that full faith and credit are and ought to be given to his official acts and I further certify that I am well acquainted with his handwriting and verily believe the signature to the attached certificate is his genuine signature. And I do further certify that the impression of the seal of such Notary Public is not required by the laws of this State to be filed in my office.

In Witness Whereof I have hereunto set my hand and affixed my official seal this 15th day of Feb. A.D. 1926.

(L.S.)

John H. Scott, Clerk

Isla L. Derr, an unmarried woman
of Kansas City, Jackson County,
Missouri.

To

Kansas City Title and Trust
Company, Trustee for
John S. Tilney of the City of
Orange, State of New Jersey.

DEED OF TRUST
Dated March 8, 1926
Filed March 8, 1926
Book B 2633, Page 498
No. A-274588
Consideration \$1.00

CONVEYS:

All of the Northwest quarter of the Southeast quarter of
Section 5, Township 48, Range 33, subject to the rights of the public
over and along 63rd Street, Meyer Boulevard, Oak Street and Holmes
Street, as now established and subject to public sewer easements now
of record thereon.

In Trust to secure the payment of a promissory note of even
date herewith for the sum of \$132,330.00, executed by first parties
payable to order of third party at the office of the Commerce Trust
Company in Kansas City, in installments, payable as follows, to-wit:
\$10,000.00 or more on or before March 9th, 1926, \$12500.00 or more
on or before March 8th, 1927 and \$12,500.00 or more on or before
the 8th day of March of each year thereafter until the entire sum is
fully paid, together with interest on the amount remaining from time
to time unpaid at the rate of three per cent per annum during the
first year, four per cent per annum, during the second year, and five
per cent per annum thereafter, said interest to be payable on 8th
day of Sept. 1926, and semi-annually thereafter. The privilege is
reserved by the maker of this note to make payments thereon and in the
manner set forth in the deed of trust securing the payment of this
note.

The party of the first part may from time to time plat or
subdivide a part or all of the above described land, and upon the
filing of any such plat from time to time by said first party, the

party of the third part agrees to release from the lien hereof that part of the land dedicated by such plat to the City of Kansas City, Missouri, for street and for rights-of-way for public utilities so that all such streets and rights-of-way may be dedicated to said City free and clear from the lien of this Deed of Trust. Such release or releases shall be made prior to but shall not be effective until such dedications have been accepted by said City. Party of the third part agrees also to make like releases for dedications of streets or easements for sewers or public utilities on all unplatted land whenever such dedications or easements are approved by the properly constituted authorities of Kansas City, Missouri.

On the margin of the record of the foregoing Deed of Trust appears the following:

The Identified note described herein was presented
Nov. 27th, 1928.

Attest: Joseph W. Corder, Recorder

By: J. Abramowitz, Deputy.

Commerce Trust Company,
a corporation of Missouri,
of Jackson County, Missouri.

To

The J. C. Nichols Investment
Company, a corporation of
Jackson County, Missouri.

RELEASE DEED
Dated Oct. 10, 1928
Filed Nov. 27, 1928
at 3:22 P.M.
Book B 2882 Page 14
No. A-398282
Cons. \$1.00 and other
valuable considerations.

Remise, Release and forever Quit Claim unto the said second party the following described land in Jackson County, Missouri, to wit:

All of that part of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 5, Township 43, Range 33, in Jackson County, Missouri, described as follows: Beginning at the point of intersection of the center line of Oak Street with the center line of Meyer Boulevard as said street and boulevard are established in Kansas City, Missouri; thence East along the center line of Meyer Boulevard a distance of 270 feet; thence South at right angles to the last described course a distance of 210 feet; thence Northwesterly in a straight line a distance of 176.81 feet to a point which is 185 feet South of the center line of Meyer Boulevard, measured at right angles thereto, thence West in a straight line a distance of 123.15 feet to a point in the center line of Oak Street which is 185 feet South of the point of beginning; thence North along the center line of Oak Street, a distance of 185 feet to the point of beginning.

This deed of quit claim being made to release the real estate specifically described above, but none other, from the lien of certain deed of trust bearing date March 8th, 1926 recorded in the office of the Recorder of Deeds within and for the County of Jackson and State of Missouri, in Book B 2633 at page 493, which said deed of trust was executed by Isla L. Derr to secure the payment of a promissory note described in said deed of trust which said note and deed of trust are now held and owned by the said Commerce Trust Company, grantor herein.

To Have and To Hold the same unto the said party of the second part and unto its successors and assigns forever.

In Witness Whereof, the said party of the first part has caused these presents to be signed by its Vice President and attested by its Assistant Secretary and the corporate seal to be hereto attached, the day and year first above written.

(Corporate Seal). Commerce Trust Company

By: H. C. Schwitzgebel, Vice President.

Guy R. Ridge, Assistant Secretary.

State of Missouri)
 (ss
County of Jackson)

On this 27th day of November 1928, before me, appeared H. C. Schwitzgebel, to me personally known, who being by me duly sworn, did say that he is the Vice President of Commerce Trust Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. C. Schwitzgebel acknowledged said instrument to be the free act and deed of said corporation.

Witness hand and notarial seal.

My commission expires January 7th, 1932.

(L.S.)

Jas. F. McCaffrey, Notary Public,
within and for said County and State.

Isla L. Derr,
of Jackson County, Missouri,

To

The J. C. Nichols Investment
Company, a corporation of
Jackson County, Missouri.

WARRANTY DEED
Dated March 8, 1926
Filed March 8, 1926
Book B 2646 Page 570
No. A-274589
Cons. \$1.00 and other
valuable considerations

Grant, Bargain and Sell unto the said second party, the
following described land in Jackson County, Missouri, to-wit:

All of the Northwest quarter of the Southeast quarter of
Section 5, Township 48, Range 33; subject to the rights of the public
over and along 63rd Street, Meyer Boulevard, Oak Street and Holmes
Street as now established, subject to public sewer easement now of
record and subject to deed of trust dated March 8th, 1926 securing
the payment of note for \$132,330.00.

To Have and To Hold unto the said party of the second part,
and unto its successors and assigns forever.

Grantor covenants to warrant and defend against all lawful
claims.

Witness hand and seal.

Isla L. Derr (Seal)

State of Missouri)
(ss
County of Jackson)

On this 8th day of March 1926, before me the undersigned,
a Notary Public, personally appeared Isla L. Derr to me known to be
the person described in and who executed the foregoing instrument
and acknowledged that she executed the same as her free act and deed.
And the said Isla L. Derr further declared herself to be single and
unmarried.

Attest hand and official seal.

My term expires Feb. 25, 1930.

(L.S.)

F. A. Guy, Notary Public,
in and for said County and State.

The J. C. Nichols Investment
Company.

ARTICLES OF ASSOCIATION
Filed Dec. 5th, 1909
Book B 1176 Page 185
No. 682254

KNOW ALL MEN BY THESE PRESENTS: That the undersigned desirous of forming a corporation under the laws of Missouri, and more particularly under the provisions of Article 9 of Chapter 12 of the Revised Statutes of Missouri, 1899 and amendments thereto governing Manufacturing and Business Companies, have entered into the following agreement:

1st: The name of the corporation shall be The J. C. Nichols Investment Company.

2nd: That the corporation shall be located in Kansas City, in the County of Jackson and State of Missouri.

3rd: That the amount of the capital stock shall be \$50,000 to be divided into 500 shares of the par value of \$100.00 each. That the same has been bona fide subscribed, and the full amount thereof paid up in lawful money of the United States, and is now in the custody of the persons hereinafter named as the first Board of Directors.

4th: That the names, places of residence of the shareholders and the number of shares subscribed by each are as follows:

NAME	RESIDENCE	NO. OF SHARES
J. C. Nichols	Kansas City, Missouri	489
Jessie Miller Nichols	Kansas City, Missouri	10
Albert I. Beach	Kansas City, Missouri	1

5th: That the Board of Directors shall consist of three shareholders and the names of those agreed upon for the first year are: J. C. Nichols, Jessie Miller Nichols and Albert I. Beach.

6th: That the corporation shall continue for a term of 50 years.

7th: The corporation is formed for the following purposes, to own, buy, sell and exchange real estate, notes, bonds, securities, and other properties, both for itself and on commission, to deal in stocks as brokers, to survey, subdivide, plat and improve real estate, for the purpose of sale or otherwise, to construct and erect houses, stores, and other buildings thereon, both for itself, and on commission, to construct and maintain roads, sidewalks and gas and water mains, also to loan and borrow money.

J. C. Nichols
Jessie Miller Nichols
Albert I. Beach

State of Missouri)
 (ss
County of Jackson)

On this November 30th, 1908 before me a Notary Public, personally appeared J. C. Nichols, Jessie Miller Nichols and Albert I. Beach, 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.

Attest under hand and notarial seal.

Term expires Nov. 1st, 1911.

(L.S.)

Walter L. Vieregg, Notary Public,
Jackson County, Missouri.

The J. C. Nichols Investment
Company.

CERTIFICATE OF INCORPORATION
Filed Sept. 3, 1909
Book B 1201, Page 179
No. 720924

STATE OF MISSOURI

Whereas, an Association organized under the name of The J. C. Nichols Investment Company has filed in the office of Secretary of State Articles of Association or Agreement in writing as provided by law, and has in all respects complied with the requirements of law governing the formation of private corporations for manufacturing and business purposes.

Now, therefore, I, John E. Swanger, Secretary of State of the State of Missouri, in virtue and by authority of law do hereby certify that said Association has on the date hereof become a body corporate duly organized under the name of The J. C. Nichols Investment Company located at Kansas City, and is entitled to all the rights and privileges granted to manufacturing and business corporations under the laws of this State for a term of 50 years, and that the amount of capital stock of said corporation is \$50,000.00.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of State of Missouri. Done at City of Jefferson this December 8th, 1908.

(L.S.)

Jno. E. Swanger,
Secretary of State.

State of Missouri :

Department of State :

I, John E. Swanger, Secretary of State of the State of Missouri, hereby certify that the above and foregoing is a full, true and complete copy of the Certificate of Incorporation above set forth.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson this December 8th, 1908.

(L.S.)

Jno. E. Swanger,
Secretary of State.

DECLARATION

Dated June 23, 1927

Filed June 23, 1927

Book B 2792, Page 162

No. A-345074

THIS DECLARATION, Made on this 23rd day of June, 1927
by The J. C. Nichols Investment Company, a corporation, the owner
of all of the lots in Oak-Meyer Gardens, an addition in Kansas City,
Jackson County, Missouri.

WITNESSETH: That whereas, The J. C. Nichols Investment
Company is now developing Oak-Meyer Gardens for high class residence
and business purposes, and it is its desire to continue the develop-
ment of such land for such purposes, and for the creation and main-
tenance of a residence and business neighborhood possessing features
of more than ordinary value to such a community, and

WHEREAS, In order to assist it and its grantees in providing
the necessary means to better enable it and its grantees to bring
this about, The J. C. Nichols Investment Company, does now and hereby
subject all of the lots in Oak-Meyer Gardens to the following
conditions, charges and assessments:

DEFINITION OF TERM USED.

The term "district" as used in this agreement shall mean
unless and until extended as hereinafter provided, all of the land
included in the plat of Oak-Meyer Gardens above mentioned if or when
other land, shall in the manner hereinafter provided for, be added
to the land above described, then the term "district" shall thereafter
mean all land which shall from time to time be subjected to the terms
of this agreement, or any future modification thereof.

The term "Improved property" as used herein, shall be deemed
to mean a single tract of land, under a single ownership and use,
and on which tract of land a residence has been erected or is in
process of erection or on which any other building not in violation

of the restrictions then of record thereon is erected, or is in the process of erection thereon. And any such tract of land may consist of one or more contiguous lots, or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "public places" as used herein shall be deemed to be all parks at street intersections or elsewhere, and all similar places, the use of which is dedicated or is set aside for the use of the general public or the general use of all of the owners within the district, or the general use of all of the owners within any one or more blocks or which may with appropriate consent be used by all of the owners of the district.

The term "owners" as used herein, shall mean those persons, or corporations, who may from time to time own all of the land within the district.

PUBLIC IMPROVEMENTS UNDER MANAGEMENT OF ASSOCIATION.

All public improvements upon and to the land in the district, or improvements in public places shall be under the management and control of the Oak-Meyer Gardens Home Association, as Trustee, an Association to be composed of the owners of the real estate in said district, which Association may or may not be incorporated as the members thereof may hereafter provide, but whether it is incorporated or not, it is understood and agreed that the members of said Association shall be limited to the owners of land within the boundaries of said District as it may exist from time to time. It is provided however that such management and control of said improvements shall at all times be subject to that had and exercised by Kansas City, by Jackson County, and by the State of Missouri, or any of them. And in addition thereto, it shall have such further powers and duties as are hereinafter set forth, all of which may be exercised or assumed at the discretion of the Association.

The Association shall be the sole judge of the qualifications of its members and of their right to participate in its meetings.

POWERS AND DUTIES OF THE ASSOCIATION AS TRUSTEE.

The Association shall have the following powers and duties, whenever it may deem them necessary or advisable; provided, however, that nothing herein contained shall be deemed to prevent any owner from enforcing any building or restriction in his own name.

FIRST: To enforce, either in its own name, or in the name of any owner within the district, any or all building restrictions which may have been heretofore or may hereafter be imposed upon any of the land in said district, either in the form as originally placed thereon or as modified subsequent thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts, or plats, in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties wherever, and whenever, such right or assignment exists. The expenses and costs of any such proceedings shall however, be paid out of the general fund of the Association, as hereinafter provided for.

SECOND: To provide for the plowing or removal of snow from the sidewalks and from the streets.

THIRD: To care for, spray, trim, protect, and replant trees on all streets and in other public places where trees have once been planted except where otherwise provided for; to care for, protect and replant shrubbery and resow grass in the parks which are in the streets, or in the parks set aside for the general use of the owners

in the district, or to which such owners have access and the use thereof.

FOURTH: To mow, care for, and maintain parkings in front of vacant and other property, and remove weeds and grass from such parkings or other public places, and to cut and remove weeds and grass from other vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

FIFTH: To provide such lights as the Association may deem advisable on streets, parks, parkings, pedestrian ways, tennis courts, playgrounds, gateways, entrances or other features, and in other public or semi-public places, in addition to any such lights as may be furnished therefor by Kansas City, Missouri.

SIXTH: To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as collected.

SEVENTH: To provide for the maintenance of tennis courts playgrounds, gateways, entrances, drinking fountains and other ornamental features now existing or which may be hereafter erected or created in said district in any public street or park, or on any land set aside for the general use of the owners in the district, or to which all of such owners have access and the use thereof.

EIGHTH: To exercise such control over easements as it may acquire from time to time.

NINETH: The Association shall have the right to expend the money hereinafter referred to belonging to it for any of the above purposes, and also for such other purposes not herein specifically mentioned as said Association acting through its Board of Directors may deem advisable for the general welfare of the district.

LAND ENTITLED TO BENEFITS.

No real estate shall be entitled to any of the benefits or improvements or services provided for by this Association unless the owner or owners thereof shall have subjected their land to the terms of this agreement and to the assessments herein provided for.

METHOD OF PROVIDING GENERAL FUNDS.

For the purpose of providing a general fund to enable the said Association to perform the duties and to maintain the improvements herein provided for, all land within the boundaries of the district above described, that is within the plat of blocks one to four, both inclusive in Oak-Meyer Gardens, shall be subject to an annual improvement assessment to be paid to the Association annually in advance by the respective owners of the assessable land subject thereto, which assessable land shall be deemed to be all of the land in Oak-Meyer Gardens lying within 300 feet of any paved street, open to vehicle travel, exclusive however, of all land contained in streets, parks, playgrounds, or other public places, open to the public or for the common use of the owners or residents of the land within the district, or all of the owners of one or more entire block. The amount of such assessments shall be fixed by the Association from year to year, but shall be in the proportion of, but at no time in excess of one mill per annum for each square foot of all of the assessable land within 150 feet of any paved street open to vehicle travel and one-half of one mill per square foot per annum for all assessable land more than 150 feet and less than 300 feet from any such paved street.

ASSESSMENTS DUE OCTOBER FIRST OF EACH YEAR.

The first assessment shall be for the fiscal year beginning October 1st, 1927 and it shall be levied prior to October 1st, 1927 and shall be payable on October 1st, 1927, and thereafter the annual

assessment shall be due and payable on the first day of October of each year. It will be the duty of the Association to notify all owners whose address is listed with the Association on or before that date, giving the amount of the assessment, when due and the amount due on each tract of land owned by them. Failure of the Association to make the assessment prior to October 1st of each year or the next succeeding year shall not invalidate any such assessment subsequently made for that particular year, nor shall failure to levy an assessment for any one year, affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to October 1st of any year, then it shall become due and payable not later than thirty days from date of levying the assessment.

WHAT CONSTITUTES NOTICE.

A written or printed notice thereof, deposited in the United States Post Office, with postage thereon, prepaid, and addressed to the respective owners at the last address listed with the Association shall be deemed to be a sufficient and proper notice for this purpose, or for any other purpose of this contract where notices are required. Failure to give such notice to said owners, shall not however, make the lien of such assessment invalid.

LIEN ON REAL ESTATE.

The assessment shall become a lien on said real estate as soon as it is due and payable as above set forth. In the event of failure of any of the owners to pay the assessment on or before the first day of November, then such assessment shall bear interest at the rate of 8% per annum from the first day of October, but if the assessment is paid on or before the first day of November, or within thirty days from the date of assessment, if the assessment is made subsequent to October 1st, for the calendar year beginning October 1st then no interest shall be charged.

WHEN DELINQUENT.

On or after the first day of November of each year beginning November 1st, 1927 or within thirty days from the date of levying the assessment for the fiscal year for which the assessment is made, the assessment shall become delinquent, and payment of both principal and interest may be enforced as a lien on said real estate in proceedings in any court in Jackson County, Missouri, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suit to enforce such liens as soon as they become delinquent, or as soon thereafter as said Association may deem advisable.

TERMINATION OF LIENS.

Such liens shall continue for a period of one year from the date of delinquency and no longer, unless within such time, suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit, and until the sale of the property under execution of the judgment establishing same.

EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEARS.

The Trustee shall at no time expend more money within any one year than the total amount of the assessment for that particular year, or any surplus which it may have on hand from the previous assessments, nor shall said trustee enter into any contract whatever, binding the assessment of any future year to pay for any such obligations and no such contract shall be valid or enforceable against the Association it being the intention that the assessment for each year shall be applied as far as is practicable toward the paying of the obligations of that year, and that neither the trustee nor any other person shall have the power to make a contract affecting the assessment of any future or subsequent year.

OTHER LANDS HOW THEY MAY BE ADDED.

The J. C. Nichols Investment Company, may from time to time, add to the district as above defined, any other land that it now owns or that it may hereafter own, provided that the land to be added to the district shall at that time be subjected and bound by all of the terms of this agreement, or any future modification thereof, with further provision that any land which may be added from time to time to such district shall be contiguous to the district as theretofore constituted, and an intervening street shall not have the effect of breaking such contiguity within the meaning of this agreement.

ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS.

The Association shall notify all owners of land in the district as it may exist from time to time in so far as the address of such owners are listed with the said Association, of the official address of said Association, as to what place and time regular meeting of the Association shall be held, designating the place where payments of money shall be made, and any other business in connection with said Association may be transacted, and in case of any change of such address, the Association shall notify all of the owners of the land in the district in so far as their addresses are listed with the Association of the change, notifying them of its new address.

NEW POWERS MAY BE GIVEN.

By written consent of the owners of two-thirds of the area of the district as it may exist from time to time, exclusive of area in streets, evidenced by an agreement duly executed and acknowledged and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, the Association may be given such additional power as may be desired by said owners, or to otherwise amend this instrument, provided, however, that no right to increase the rate of assessment may be so given.

TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the Association contemplated by the terms of this declaration, The J. C. Nichols Investment Company shall have the right at its option to perform all duties, assume the obligations, levy and collect the assessments, expend the money and otherwise exercise the power herein given to the Association, in the same way and manner as though all of such powers and duties were herein given direct to The J. C. Nichols Investment Company.

TO OBSERVE ALL LAWS.

Said Association shall at all times observe all municipal ordinances, and state laws, and if at any time any of the provisions of this agreement shall be found to be in conflict therewith, then such parts of this agreement as are in conflict with such municipal ordinances or state laws, shall become null and void, but no other part of this agreement not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means, and employ such agents as will enable it to adequately and properly carry out the provisions of this agreement, subject however, to the limitations of its right to contract as is herein provided for.

HOW TERMINATED

This agreement may be terminated, and all of the land now, or hereafter affected, may be released from all of the terms and provisions hereof, by the owners of two-thirds of the area subject thereto, exclusive of area in streets, executing and acknowledging an appropriate agreement or agreements for that purpose, and filing the same for record in the office of the Recorder of Deeds of Jackson County, Missouri.

COVENANTS RUNNING WITH TITLE TO LAND.

All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding upon The J. C. Nichols Investment Company, and upon its successors, grantees and assigns.

IN WITNESS WHEREOF, The J. C. Nichols Investment Company has by authority of its Board of Directors, caused this instrument to be executed by its President, and its corporate seal to be hereto affixed this 23rd day of June 1927.

(Corporate Seal)

THE J. C. NICHOLS INVESTMENT COMPANY

By: J. C. Nichols, President.

State of Missouri)
 (ss
County of Jackson)

On this 23rd day of June 1927 before me, appeared J. C. Nichols to me personally known, who being by me duly sworn did say that he is the President of The J. C. Nichols Investment Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. C. Nichols acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal.

My commission expires Feb. 25, 1930.

(L.S.)

F. A. Guy, Notary Public.

The J. C. Nichols Investment
Company.

DECLARATION OF RESTRICTIONS
Dated June 23, 1927
Filed June 23, 1927
Book B 2794, Page 44
No. A-345075

WHEREAS, The J. C. Nichols Investment Company, a corporation, having heretofore executed a plat of Oak-Meyer Gardens, which plat was recorded on June 17th, 1927, in the office of the Recorder of Deeds of Jackson County, Missouri, under Recorder's document number A-344269, and having heretofore dedicated to the public all of the streets, roads, terraces, boulevards and parks for street, boulevard or park purposes, respectively, as are shown thereon, now desires to place restrictions on certain of said lots for the use and benefit of the present owners and for its future grantees.

NOW THEREFORE, in consideration of the premises, The J. C. Nichols Investment Company, for itself and for its successors and assigns, and for its and their future grantees hereby agrees that all of said lots in Oak-Meyer Gardens, except as hereinafter provided, shall be and are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED.

For the purpose of these restrictions, the word "street" shall mean any street, terrace, boulevard or road or avenue of whatever name which is shown on the recorded plat of Oak-Meyer Gardens, and which has been heretofore dedicated to the public for the purposes of a public street, boulevard or for park purposes.

The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any lot as platted, or any tract or tracts of land as conveyed which may consist of one or more lots, or a part or parts of one or more lots as platted, and upon

which a residence may be erected in accordance with the restrictions hereinafter set forth or as set forth in the individual deeds from The J. C. Nichols Investment Company or from its successors and assigns.

A corner lot shall be deemed to be any such lot as platted or any tract of land as conveyed having more than one street contiguous to it. The street upon which the lot or part thereof fronts, as hereinafter provided, shall be deemed to be a front street. Any other street contiguous to any such lot shall be deemed to be a side street.

PERSONS BOUND BY THESE RESTRICTIONS.

All persons and corporations who now own or shall hereafter acquire any interest in any of lots 10 to 18, both inclusive in block 3 and in lots 12 to 21 both inclusive in block 4 shall be taken and held to agree and covenant with the owner of the said lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and the construction of residence buildings and improvements thereon for a period of twenty-five years from January 1st, 1927, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

The J. C. Nichols Investment Company shall have the right to prohibit the erection or maintenance of billboards or advertising boards or structures exceeding five square feet in size on any of the lots in Oak-Meyer Gardens, whether otherwise herein restricted or not.

USE OF LAND.

Section 1.

None of said lots herein restricted may be improved, used or occupied for other than private residence purposes. Any residence

erected thereon shall be designed for occupancy by not more than two families.

FRONTAGE OF LOTS.

Section 2.

For the purpose of these restrictions, the following lots or part or parts thereof, as indicated in this section shall be deemed to front on the streets designated as follows:

IN BLOCK THREE:

Lots 10 to 18, both inclusive on Meyer Boulevard.

IN BLOCK FOUR:

Lots 12 to 21 both inclusive on Meyer Boulevard.

FRONTAGE OF RESIDENCES ON STREETS.

Section 3.

Any residence erected wholly or partially on any of the following lots or on any part or parts thereof as indicated in this section shall front or present a good frontage on the street or streets designated, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lots, it shall front or present a good frontage on the streets designated, as follows:

IN BLOCK THREE:

On Lot 10 on both Meyer Boulevard and Holmes Street. On Lots 11 to 17 both inclusive on Meyer Boulevard. On Lot 18 on both Meyer Boulevard and Cherry Street.

IN BLOCK FOUR:

On Lot 12 on both Meyer Boulevard and Cherry Street. On Lots 13 to 20 both inclusive on Meyer Boulevard. On Lot 21 on both Meyer Boulevard and Oak Street.

REQUIRED COST OF RESIDENCES.

Section 4.

Any residence erected wholly or partially on any of the following lots or part or parts thereof as indicated in this Section

shall cost not less than the sum designated as follows:

IN BLOCK THREE:

On lots 10 to 18 both inclusive \$10,000.00.

IN BLOCK FOUR:

On lots 12 to 21 both inclusive \$10,000.00.

GROUND FRONTAGE REQUIRED.

Section 5.

Any residence erected on any of the following lots or part or parts thereof as indicated in this section, shall have appurtenant thereto not occupied by any other residence, at least the number of feet of ground fronting on the street upon which the lot or part or parts thereof, front as follows:

IN BLOCK THREE:

On lots 10 to 18 both inclusive 60 feet.

IN BLOCK FOUR:

On lots 12 to 21 both inclusive 60 feet.

All measurements shall be on the front line of the lot.

It is provided, however, that The J. C. Nichols Investment Company shall have and does hereby reserve the right in the sale and conveyance of any of the said lots to reduce the required frontage to be used with any residence on any lot, and it may at any time hereafter with the consent in writing of the then owner of the fee simple title to any such lot, change any such required frontage as herein provided for, or which may in such sale and conveyance, be established by it, provided however, that no change may be made at any time which will reduce the required frontage of land to be used and maintained with any residence which may be erected thereon, more than five feet below the minimum number of feet required for each residence, as set forth above.

SET-BACK OF RESIDENCES FROM STREET.

Section 6.

(a) No part of any residence, except as hereinafter provided, may be erected or maintained on any of said lots nearer to the

front street or the side street, than is the front building line or the side building line shown on the plat of said blocks 1 to 4 both inclusive, of Oak-Meyer Gardens, on the lot or lots on which such residence may be erected, provided however, that The J. C. Nichols Investment Company shall have and does hereby reserve the right in the sale and conveyance of any of the said lots to change any building line shown thereon, and may at any time thereafter, with the consent in writing of the then record owners of the fee simple title to any such lot, change any such building line which is shown on said plat on such lot or lots, or which may in such sale and conveyance be established by it. Provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence on any lot exclusive of those projections hereinafter set forth, more than ten feet nearer to the front street or the side street than is the front building line or the side building line shown on said plat, on such lot or lots. Reference is made herein to front and side building lines, for the purpose of determining the location of any residence with respect to the adjoining street, and in the case of the vacation or relocation of any of said streets, changes may be made in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets, than are the building lines shown on this plat with respect to the present location of said street and provided, further, that The J. C. Nichols Investment Company shall have the same privilege of changing the location of any such building lines so established as it has in the case of those shown on said plat of Oak-Meyer Gardens.

(b) Those parts of the residence which may project to the front of and be nearer to the front streets and the side streets than the front building lines and the side building lines, shown on said plat, and the distance which each may project are as follows:

WINDOW PROJECTIONS.

(c) Bay, bow, or oriel, dormer and other projecting windows and stairway landings, may project beyond the front building lines and the side building lines not to exceed three feet.

MISCELLANEOUS PROJECTIONS.

(d) Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections and any projections for purely ornamental purposes, may project beyond the front building lines and the side building lines, not to exceed four feet.

VESTIBULE PROJECTIONS.

(e) Any vestibule may project beyond the front building lines and the side building lines not to exceed three feet.

PORCH PROJECTIONS.

(f) Unenclosed, uncovered, or covered porches and balconies, porte cocheres and terraces, may project beyond the front building lines not to exceed twelve feet; on corner lots any unenclosed, uncovered or covered porches or balconies, porte cocheres and terraces may project beyond the side building lines not to exceed ten feet.

FREE SPACE REQUIRED.

Section 7.

The main body of any residence including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, but exclusive of all other projections set forth above in Section Six, erected or maintained on any of the lots in this addition hereby restricted, shall not occupy more than eighty percent of the width of the lot on which it is erected, measured in each case on the front building line produced to the side lines of the lot, whichever line is of greater length; and any such residence, exclusive of cornices, spoutings, brackets, pilasters, grill work, trellises and other similar projections for purely ornamental purposes shall be set back at least four feet from both of the side lines of the lot

on which such residence is erected. It is provided, however, that the maximum width of any residence which may be erected on any of said lots may, with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed ten percent of the width of any such lot, measured as above provided. It is further provided, that the required set back from the side lines of the lot as herein provided may, with the consent in writing of The J. C. Nichols Investment Company, be reduced by not to exceed fifty per cent of the amount of such required set back; provided, however, this reservation shall in no way whatsoever, affect the provision relative to the change in said building lines as set forth in Section Six herein. In any case where the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this Section shall be construed accordingly; and if any residence of the maximum width is built or maintained on any such lot, then thereafter the frontage so used may not be reduced on any such lot as long as said residence is maintained thereon, and the same provisions shall apply to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by the conveyance of a part of the lot, provided, that it be not reduced below the minimum number of feet required with any residence of a width that might then be erected thereon, based on the provisions of this Section and provided further, that in no case may it be reduced below the required frontage herein specified by Section Five, without the consent of The J. C. Nichols Investment Company. No tank for the storage of fuel may be maintained thereon above the surface of the ground without the consent in writing of The J. C. Nichols Investment Company.

No detached outbuildings may be erected on any of the lots herein restricted without the consent in writing of The J. C. Nichols Investment Company. If such consent is given, then the provisions of Sections Eight and Nine herein relating thereto shall apply to such outbuildings.

OUTBUILDINGS SET BACK FROM STREET.

Section 8.

All outbuildings, except greenhouses, erected on any of said lots shall correspond in style and architecture to the residence to which they are appurtenant, and shall be of the same material as such residence. Any outbuildings, exclusive of those projections set forth in paragraphs "c" and "d" of Section Six, which are erected on any of said lots, which are herein restricted, shall be erected wholly within thirty-five feet of the rear line of the lot on which they are erected, and on any corner lots, they shall in addition to the above be located wholly within thirty-five feet of that side of the lot farthest from the adjoining side street, provided further, however, that The J. C. Nichols Investment Company shall have, and does hereby reserve the right in the sale and conveyance of any lots shown on said plat, to change the required location of any such outbuildings, and may at any time thereafter, with the consent in writing of the then record owners of the fee simple title to any of the said lots change any such required out-building locations, or any location which may in such sale or conveyance be established by it, provided further, however, that no change may be made at any time which will permit the erection or maintenance of any outbuildings on any of said lots more than twenty feet nearer to the front street or more than fifteen feet nearer to the side street than is provided for above. It is provided further that the provisions of Section Six, relative to the set-back of residences from any new street location, shall apply with like force and effect to the provisions of this paragraph

with reference to the change in the required location of outbuildings.

OUTBUILDINGS FREE SPACE REQUIRED.

Section 9.

Subject to the conditions hereinafter set forth, no outbuilding exclusive of greenhouses and exclusive of those projections enumerated in paragraphs "c" and "d" of Section Six, erected on any of said lots, which are herein restricted, shall occupy more than sixty percent of the width of the lot upon which said outbuildings are erected, measured along the rear line of said lot, provided, however, that in no case shall the width of any such outbuildings, other than greenhouses, be more than thirty-three feet without the consent in writing of The J. C. Nichols Investment Company. In the case of more than one such outbuilding being erected on any lot, the combined width of such outbuildings shall not exceed the width provided for by this Section, for a single outbuilding; any greenhouse, exclusive of other projections, may not exceed a maximum width of twenty-five feet without the consent in writing of The J. C. Nichols Investment Company, provided further that the combined width of greenhouses and other outbuildings, erected or maintained on any lot at any one time, may not exceed seventy-five percent of the width of the lot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such outbuildings, may, with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed ten percent of the width of the lot, measured along the rear line thereof, and provided further, that the width of any outbuilding, other than greenhouses, may with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed ten percent of the width of the lot upon which it is erected, measured along the rear line thereof. The provisions in Section Seven, relative to the maximum width of the residence, which may be erected on any lot,

having appurtenant thereto a greater frontage of ground than the required frontage, and provisions for reducing such frontage shall apply with the same force and effect to outbuildings as to the residence to which such outbuildings are appurtenant.

Any residence erected on any of the lots herein restricted shall be a full two story residence, provided, however, that a residence other than a full two story residence may be erected thereon with the consent in writing of The J. C. Nichols Investment Company.

OWNERSHIP BY NEGROES PROHIBITED.

Section 10.

None of said lots, which are herein restricted, may be conveyed to, used, owned or occupied by negroes as owners or tenants.

PERGOLA BUILDING LINE.

Section 11.

No pergola, or any detached structure for purely ornamental purposes may be erected on any part of any lot in front of a line twelve feet in front of the front building line, without the written consent of The J. C. Nichols Investment Company.

DURATION OF RESTRICTIONS.

Section 12.

At any time hereafter The J. C. Nichols Investment Company may from time to time if it so elects, but shall not be bound hereby so to do, place similar and corresponding restrictions as are herein set forth and applied to the lots herein restricted to all or a part of any one or more of lots 12 to 21 both inclusive in block 1, of lots 12 to 21 both inclusive in block 2, of lots 1 to 9 both inclusive in block 3, and of lots 1 to 11, both inclusive in block 4, and of all or a part of the South half of the Northwest quarter of the Southeast quarter of Section Five, Township Forty-eight, Range Thirty-three in Jackson County, Missouri. If and when such similar and corresponding restrictions are placed on all or a part of said land, then the owners

of the lots which are herein and hereby restricted, by the terms of this instrument, shall be deemed to have a beneficial interest in such restrictions and shall have the right to enforce the same, and it is further provided that the owners of any of the land above described, but not by this instrument restricted, shall when such land is similarly restricted have a beneficial interest in the restrictions herein set forth and the right to enforce the same as against the owners of the lots hereby restricted; provided, however, that if in the deed or deeds to the individual lots within the limits of the above described land, The J. C. Nichols Investment Company shall at its discretion and in addition to the above restrictions impose supplemental or additional restrictions applying particularly to the individual lots being conveyed, then unless otherwise specifically provided, The J. C. Nichols Investment Company shall have the sole and exclusive right to enforce, waive, modify or release such supplemental or additional restrictions and no purchaser of any other lot shall acquire any beneficial interest in any such supplemental or additional restrictions or the right to enforce the same. With this purpose in view, it is hereby agreed that each of the restrictions above set forth applying to the lots restricted by the terms of this agreement shall continue and be binding upon The J. C. Nichols Investment Company and upon its successors and assigns only as to those lots which are hereby specifically restricted for a period of twenty-five years from January 1st, 1927 and shall automatically be continued thereafter for successive periods of twenty-five years each as to such lots, provided, however, that the owners of the fee simple title to the majority of the front feet of the lots in this addition, which are hereby restricted, may together with the owners of the land in this paragraph described but which is not hereby restricted, release all of the land hereby restricted from any one or more of said restrictions at the end of this first twenty-five year period or of any successive twenty-five year periods thereafter, by executing and

acknowledging an appropriate agreement or agreements in writing for this purpose and filing the same for record in the office of the Recorder of Deeds of Jackson County, Missouri, at least five years prior to the expiration of this first twenty-five year period or of any twenty-five year periods thereafter; provided, however, that the same privilege of release be exercised as to the similar and corresponding restrictions which may hereafter from time to time be imposed upon any of the land above described and not by the terms of this instrument restricted to the end that all of the land in this paragraph described shall have all of such similar and corresponding restrictions extended or released as to all of the land that at that time may be so restricted.

RIGHT TO ENFORCE.

Section 13.

The restrictions herein set forth shall run with the title to the land hereby restricted and bind the present owner, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the owner of said lots hereby restricted, its successors and assigns, and with each of them, to conform to and to observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land, and the owner or owners of any of the above lots including lots 1 to 11 in block 1 and lots 1 to 11 in block 2 shall have the right to sue for, and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and the failure of The J. C. Nichols Investment Company, or the owner or owners of any other lot or lots in this addition to enforce any of the

restrictions herein set forth, as to the land hereby restricted at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. The J. C. Nichols Investment Company may by appropriate agreement, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, and upon such agreement, assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights or any one or more of them at any time or times in the same way and manner as though directly reserved by them, or it, in this instrument.

IN WITNESS WHEREOF, The J. C. Nichols Investment Company has by authority of its Board of Directors caused this instrument to be executed by its President and its corporate seal to be hereto affixed this 23rd day of June, 1927.

(Corporate Seal) The J. C. Nichols Investment Company,
By J. C. Nichols, President.

State of Missouri)
 (ss
County of Jackson)

On this 23rd day of June, 1927, before me appeared J. C. Nichols to me personally known, who being by me duly sworn, did say that he is the President of The J. C. Nichols Investment Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. C. Nichols acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

My commission expires February 25th, 1930.

(L.S.) F. A. Guy, Notary Public.

This is a subdivision of all that part of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 5, Twp. 48, R. 33 in Kansas City, Jackson County, Missouri, described as follows:

Beginning at a point in the West line 659.92 feet south of the Northwest corner of said quarter-quarter Section, said point being the intersection of the center lines of Oak Street and Meyer Boulevard in said Kansas City; thence East along the center line of said Meyer Boulevard 1311.60 feet to a point in the center line of Holmes Street, which point is in the East line 659.88 feet South of the Northeast corner of said quarter-quarter Sec.; thence south along the East line of said quarter-quarter section, 189.94 feet; thence west parallel with said Meyer Boulevard 21.15 feet; thence southwesterly 219.23 feet to a point 140 feet south of the south line of Meyer Boulevard; thence West parallel with the south line of said Meyer Boulevard 794.01 feet; thence Northwesterly 176.81 feet to a point 115 feet south of the south line of said Meyer Boulevard; thence West parallel with the south line of said Meyer Boulevard 93.15 feet to a point in the west line of said quarter-quarter section thence North 185 feet to the point of beginning.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat which subdivision and plat shall hereafter be known as "OAK-MEYER GARDENS"

An easement or license to Kansas City to locate, construct and maintain or authorize the location, construction and maintenance of conduits, water, gas and sewer pipes, poles and wires or all or any of them upon the rear four (4) feet of all lots in this addition is hereby granted and the right for the construction and maintenance

of sewers only along the strips of land marked "Sewer Right of Way",
is hereby granted.

The streets shown on this plat and not heretofore dedicated
to public use as thoroughfares, are hereby so dedicated.

The J. C. Nichols Investment Company does further consent
that Kansas City may in the Ordinance approving this plat or any time
hereafter, by Ordinance, prohibit the construction or maintenance of
bill boards or advertising boards or structures for the posting, paint-
ing or printing of signs or advertisements on property within the
limits of this addition and for itself, its successors and assigns,
it hereby waives all damages or remuneration on account of such pro-
hibition, provided however, that such ordinance shall only prohibit
bill boards or advertising boards or structures exceeding five (5)
square feet in size.

In Testimony Whereof The J. C. Nichols Investment Company
has caused these presents to be signed by its Vice President and its
Corporate Seal to be hereto affixed.

(Corporate Seal)
State of Missouri)
 (ss
County of Jackson)

The J. C. Nichols Investment Company,
By: J. C. Taylor, Vice President.

On this 19th day of October 1928, before me
personally appeared J. C. Taylor, to me known, who being by me duly
sworn did say that he is the Vice President of The J. C. Nichols
Investment Company and that the seal affixed to this instrument is
the corporate seal of said corporation and that said instrument was
signed and sealed in behalf of said corporation by authority of its
Board of Directors and the said J. C. Taylor acknowledged said instru-
ment to be the free act and deed of said corporation.

Attest hand and notarial seal.

My commission expires February 25th, 1930.

(L.S.)

F. A. Guy, Notary Public,
in and for Jackson County, Missouri.

This is to certify that the within plat was submitted to
and approved by the Council of Kansas City, Mo., by ordinance No. 211
duly authenticated as passed by the Mayor and City Clerk November
13th, 1928.

(Seal)

Chas. W. Regan, City Clerk
By J. J. Donohue, Deputy.

All grades of streets shown on this plat have been establish-
ed previously.

10-30-28
Approved Oct. 31, 1928
M. S. Murray, Director
of Public Works.
Entry No. 13720.

Robert W. Waddell, City Engineer.
Approved City Plan Commission
Herbert V. Jones, Chairman
Paul W. Flagg, Secretary.

The J. C. Nichols Investment
Company.

D E C L A R A T I O N
Filed December 4, 1928
at 1:04 P.M.
Book B 2882 Page 13.
No. A-398804

KNOW ALL MEN BY THESE PRESENTS, That whereas on the 23rd day of June, 1927, The J. C. Nichols Investment Company, a corporation, executed a declaration which was subsequently filed for record in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, in Book B 2792, at Page 162, under document number A-345074, which declaration affected certain land in Oak-Meyer Gardens, an addition in Kansas City, Jackson County, Missouri, and

WHEREAS, in said original declaration, it was provided that certain other land that might be subsequently added to the district, then, or theretofore affected by said declaration upon such additional land being subjected to all of the terms and provisions of such original declaration.

NOW THEREFORE, In consideration of the premises, The J. C. Nichols Investment Company, does hereby subject all of lots one to ten, both inclusive, in Block Five and lots one to eight, both inclusive, in Block Six of Oak-Meyer Gardens, to all of the terms, conditions, assessments and charges set forth in said original declaration recorded in Book B-2792, at page 162, in the same way and manner as though said blocks five and six in Oak-Meyer Gardens, had been described in and affected by said original declaration, and all persons hereafter owning any land in any of said blocks of Oak-Meyer Gardens shall have the same rights and privileges with respect to said declaration in the same way and manner as though such persons had executed and acknowledged said original declaration.

IN WITNESS WHEREOF, The J. C. Nichols Investment Company, has by authority of its Board of Directors, caused this instrument to be executed by its President and its corporate seal to be hereto affixed on this 20th day of November, 1923.

(Corporate Seal)

The J. C. Nichols Investment Company
By J. C. Nichols, President.

State of Missouri)
 (ss
County of Jackson)

On this 30th day of November, 1928, before me, appeared J. C. Nichols to me personally known, who being by me duly sworn, did say that he is the President of The J. C. Nichols Investment Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. C. Nichols acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

My commission expires:- Feb. 25th, 1930.

(L.S.)

F. A. Guy, Notary Public,
within and for said County and State.

The J. C. Nichols Investment
Company.

DECLARATION OF RESTRICTIONS
Filed December 4, 1928
at 1:05 P.M.
Book B 2879 Page 282
No. A-398805

WHEREAS, The J. C. Nichols Investment Company, a corporation, having heretofore executed a plat of Oak-Meyer Gardens, which plat was recorded on November 26th, 1923, in the office of the Recorder of Deeds of Jackson County, Missouri, under Recorder's document number A-398160, and having heretofore dedicated to the public all of the streets, roads, terraces, boulevards and parks for street, boulevard or park purposes, respectively, as are shown thereon, now desires to place restrictions on said lots for the use and benefit of the present owners and for its future grantees.

NOW THEREFORE, in consideration of the premises, The J. C. Nichols Investment Company, for itself and for its successors and assigns, and for its and their future grantees hereby agrees that all of said lots in Oak-Meyer Gardens, as shown on said plat, shall be and are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED.

For the purpose of these restrictions, the word "street" shall mean any street, terrace, boulevard or road or avenue of whatever name which is shown on the recorded plat of Oak-Meyer Gardens, and which has been heretofore dedicated to the public for the purposes of a public street, boulevard or for park purposes.

The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any lot as platted, or any tract or tracts of land as conveyed which may consist of one or more lots, or a part or parts of one or more lots as platted, and upon

which a residence may be erected in accordance with the restrictions hereinafter set forth or as set forth in the individual deeds from The J. C. Nichols Investment Company or from its successors and assigns.

A corner lot shall be deemed to be any such lot as platted or any tract of land as conveyed having more than one street contiguous to it. The street upon which the lot or part thereof fronts, as hereinafter provided, shall be deemed to be a front street. Any other street contiguous to any such lot shall be deemed to be a side street.

PERSONS BOUND BY THESE RESTRICTIONS.

All persons and corporations who now own or shall hereafter acquire any interest in any of the lots in Oak-Meyer Gardens as shown on the recorded plat above referred to, shall be taken and held to agree and covenant with the owner of the said lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and the construction of residence buildings and improvements thereon for a period of twenty five years from January 1st, 1927, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

BILLBOARDS MAY BE PROHIBITED.

The J. C. Nichols Investment Company shall have the right to prohibit the erection or maintenance of billboards or advertising boards or structures exceeding five square feet in size on any of the said lots in Oak-Meyer Gardens.

USE OF LAND.

Section 1.

None of said lots may be improved, used or occupied for other than private residence purposes. Any residence erected thereon shall be designed for occupancy by not more than two families.

Any residence erected on any of the lots herein restricted shall be a full two story residence, provided, however, that a residence other than a full two story residence may be erected thereon with the consent in writing of The J. C. Nichols Investment Company, or of its successors or assigns.

FRONTAGE OF LOTS.

Section 2.

For the purpose of these restrictions, the following lots or part or parts thereof, as indicated in this section shall be deemed to front on the streets designated as follows:

IN BLOCK FIVE:

Lots 1 to 10, both inclusive, on Meyer Boulevard.

IN BLOCK SIX:

Lots 1 to 8, both inclusive, on Meyer Boulevard.

FRONTAGE OF RESIDENCES ON STREETS.

Section 3.

Any residence erected wholly or partially on any of the following lots or on any part or parts thereof as indicated in this section shall front or present a good frontage on the street or streets designated, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lots, it shall front or present a good frontage on the streets designated, as follows:

IN BLOCK FIVE:

On Lot 1 on both Meyer Boulevard and Oak Street. On Lots 2 to 9, both inclusive, on Meyer Boulevard. On Lot 10 on both Meyer Boulevard and Cherry Street.

IN BLOCK SIX:

On Lot 1 on both Meyer Boulevard and Cherry Street. On lots 2 to 7, both inclusive on Meyer Boulevard. On lot 8 on both Meyer Boulevard and Holmes Street.

REQUIRED COST OF RESIDENCES.

Section 4.

Any residence erected wholly or partially on any of the following lots or part or parts thereof as indicated in this section shall cost not less than the sum designated as follows:

IN BLOCK FIVE:

On lots 1 to 10, both inclusive, \$10,000.00.

IN BLOCK SIX:

On lots 1 to 8, both inclusive, \$10,000.00.

GROUND FRONTAGE REQUIRED.

Section 5.

Any residence erected on any of the following lots or part or parts thereof as indicated in this section, shall have appurtenant thereto not occupied by any other residence, at least the number of feet of ground fronting on the street upon which the lot or part or parts thereof, front as follows:

IN BLOCK FIVE:

On lots 1 to 10, both inclusive, 55 feet.

IN BLOCK SIX:

On lots 1 to 8, both inclusive, 55 feet.

All measurements shall be on the front line of the lot.

It is provided, however, that The J. C. Nichols Investment Company shall have and does hereby reserve the right in the sale and conveyance of any of the said lots to reduce the required frontage to be used with any residence on any lot, and it may at any time hereafter with the consent in writing of the then owner of the fee simple title to any such lot, change any such required frontage as herein provided for, or which may in such sale and conveyance, be established by it, provided, however, that no change may be made at any time which will reduce the required frontage of land to be used and maintained with any residence which may be erected thereon, more than five feet below

the minimum number of feet required for each residence, as set forth above.

SET-BACK OF RESIDENCES FROM STREET.

Section 6.

(a) No part of any residence, except as hereinafter provided, may be erected or maintained on any of said lots nearer to the front street or the side street, than is the front building line or the side building line shown on the plat of said blocks 5 and 6 of Oak-Meyer Gardens, on the lot or lots on which such residence may be erected, provided however, that The J. C. Nichols Investment Company shall have and does hereby reserve the right in the sale and conveyance of any of the said lots to change any building line shown thereon, and may at any time thereafter, with the consent in writing of the then record owners of the fee simple title to any such lot, change any such building line which is shown on said plat on such lot or lots, or which may in such sale and conveyance be established by it. Provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence on any lot exclusive of those projections hereinafter set forth, more than ten feet nearer to the front street or more than five feet nearer to the side street than is the front building line or the side building line shown on said plat, on such lot or lots. Reference is made herein to front and side building lines, for the purpose of determining the location of any residence with respect to the adjoining street, and in the case of the vacation or relocation of any of said streets, changes may be made in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets, than are the building lines shown on this plat with respect to the present location of said street, and provided, further, that The J. C. Nichols Investment Company shall have the same privilege of changing the location of any such building

lines so established as it has in the case of those shown on said plat of Oak-Meyer Gardens.

(b) Those parts of the residence which may project to the front of and be nearer to the front streets and the side streets than the front building lines and the side building lines, shown on said plat, and the distance which each may project are as follows:

WINDOW PROJECTIONS.

(c) Bay, bow, or oriel, dormer and other projecting windows and stairway landings, may project beyond the front building lines and the side building lines not to exceed three feet.

MISCELLANEOUS PROJECTIONS.

(d) Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections and any projections for purely ornamental purposes, may project beyond the front building lines and the side building lines, not to exceed four feet.

VESTIBULE PROJECTIONS.

(e) Any vestibule may project beyond the front building lines and the side building lines not to exceed three feet.

PORCH PROJECTIONS.

(f) Unenclosed, uncovered, or covered porches and balconies, porte cocheres and terraces, may project beyond the front building lines not to exceed twelve feet; on corner lots any unenclosed, uncovered or covered porches or balconies, porte cocheres and terraces may project beyond the side building lines not to exceed five feet. The J. C. Nichols Investment Company reserves the privilege to waive at its option any right to the enforcement of the zoning ordinance of Kansas City relative to location of residences with reference to adjoining streets provided such residences comply in all respect to building line requirements herein provided for.

FREE SPACE REQUIRED

Section 7.

The main body of any residence including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, but exclusive of all other projections set forth above in Section Six, erected or maintained on any of the lots in this addition, shall not occupy more than eighty per cent of the width of the lot on which it is erected, measured in each case on the front building line produced to the side lines of the lot, whichever line is of greater length; and any such residence, exclusive of cornices, spoutings, brackets, pilasters, grill work, trellises and other similar projections for purely ornamental purposes shall be set back at least four feet from both of the side lines of the lot on which such residence is erected. It is provided, however, that the maximum width of any residence which may be erected on any of said lots may, with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed ten percent of the width of any such lot, measured as above provided. It is further provided, that the required set back from the side lines of the lot as herein provided may, with the consent in writing of The J. C. Nichols Investment Company, be reduced by not to exceed fifty per cent of the amount of such required set back; provided, however, this reservation shall in no way whatsoever, affect the provision relative to the change in said building lines as set forth in Section Six herein. In any case where the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this Section shall be construed accordingly; and if any residence of the maximum width is built or maintained on any such lot, then thereafter the frontage so used may not be reduced on any

such lot as long as said residence is maintained thereon, and the same provisions shall apply to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by the conveyance of a part of the lot, provided, that it be not reduced below the minimum number of feet required with any residence of a width that might then be erected thereon, based on the provisions of this Section and provided further, that in no case may it be reduced below the required frontage herein specified by Section Five, without the consent of The J. C. Nichols Investment Company. No tank for the storage of fuel may be maintained thereon above the surface of the ground without the consent in writing of The J. C. Nichols Investment Company.

No detached outbuildings may be erected on any of the lots herein described without the consent in writing of The J. C. Nichols Investment Company. If such consent is given, then the provisions of Sections Eight and Nine herein relating thereto shall apply to such outbuildings.

OUTBUILDINGS SET BACK FROM STREET.

Section 8.

All outbuildings, except greenhouses, erected on any of said lots, shall correspond in style and architecture to the residence to which they are appurtenant, and shall be of the same material as such residence. No outbuilding, or part or parts thereof, except those projections set forth in paragraphs "c" and "d" of Section Six, may be erected or maintained on any of the lots, or part or parts thereof, herein restricted, which is not wholly within thirty-five feet of the rear line of said lot, or part or parts thereof, upon which it is erected, without the written consent of The J. C. Nichols Investment Company; and in addition to the above if erected on any corner lot no part or parts of said outbuilding may be erected or maintained thereon which is not wholly within thirty-five feet of

that side of said lot farthest from the adjoining side street without the written consent of The J. C. Nichols Investment Company. It is provided further that the provisions of Section Six, relative to the set-back of residences from any new street location, shall apply with like force and effect to the provisions of this paragraph with reference to the change in the required location of outbuildings.

OUTBUILDINGS FREE SPACE REQUIRED.

Section 9.

Subject to the conditions hereinafter set forth, no outbuilding exclusive of greenhouses and exclusive of those projections enumerated in paragraphs "c" and "d" of Section Six, erected on any of said lots, shall occupy more than sixty percent of the width of the lot upon which said outbuildings are erected, measured along the rear line of said lot, provided, however, that in no case shall the width of any such outbuildings, other than greenhouses, be more than thirty-three feet without the consent in writing of The J. C. Nichols Investment Company. In the case of more than one such outbuilding being erected on any lot, the combined width of such outbuildings shall not exceed the width provided for by this Section, for a single outbuilding; any greenhouse, exclusive of other projections, may not exceed a maximum width of twenty-five feet without the consent in writing of The J. C. Nichols Investment Company, provided further that the combined width of greenhouses and other outbuildings, erected or maintained on any lot at any one time, may not exceed seventy-five percent of the width of the lot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such outbuildings, may, with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed ten percent of the width of the lot, measured along the rear line thereof, and provided further, that the

width of any outbuilding, other than greenhouses, may with the consent in writing of The J. C. Nichols Investment Company be increased by not to exceed ten percent of the width of the lot upon which it is erected, measured along the rear line thereof. The provisions in Section Seven, relative to the maximum width of the residence, which may be erected on any lot, having appurtenant thereto a greater frontage of ground than the required frontage, and provisions for reducing such frontage shall apply with the same force and effect to outbuildings as to the residence to which such outbuildings are appurtenant.

OWNERSHIP BY NEGROES PROHIBITED.

Section 10.

None of said lots may be conveyed to, used, owned or occupied by negroes as owners or tenants.

PERGOLA BUILDING LINE.

Section 11.

No pergola, or any detached structure for purely ornamental purposes may be erected on any part of any lot in front of a line twelve feet in front of the front building line, without the written consent of The J. Nichols Investment Company.

DURATION OF RESTRICTIONS.

Section 12.

Each of the restrictions above set forth shall continue and be binding upon The J. C. Nichols Investment Company and upon its successors and assigns for a period of twenty-five years from January 1st, 1927, and shall automatically be continued thereafter for successive periods of twenty-five years each, unless released in accordance with the provisions hereinafter set forth.

The J. C. Nichols Investment Company having heretofore filed a plat of Blocks 1, 2, 3 and 4 of Oak-Meyer Gardens and having restricted part of the lots shown on said plat, said blocks 1, 2, 3

4, for the purpose of this paragraph, will be hereinafter referred to as tract "A". Lots 1 to 10, both inclusive, in Block 5 and Lots 1 to 8, both inclusive, in Block 6 of Oak-Meyer Gardens which are by the terms of this instrument restricted in a similar manner will be hereinafter referred to as tract "B". The J. C. Nichols Investment Company is now the owner of the unplatted portion of the South one-half of the Northwest Quarter of the Southeast Quarter of Section 5, Township Forty-Eight, Range Thirty-three in Jackson County, Missouri, which tract, for the purpose of this paragraph, will be hereinafter referred to as tract "C". Provision having heretofore been made giving the owners of the lots in tract "A", which are now or may be hereafter restricted, a beneficial interest in the restrictions imposed upon the lots in tract "B"; and provision having heretofore been made giving to the owners of the restricted lots in tract "A" and tract "B", a beneficial interest in the restrictions when and if filed on the land in tract "C", The J. C. Nichols Investment Company does hereby declare that the owners of the restricted lots in tract "B" shall be and are hereby given a beneficial interest in the restrictions which may hereafter, at the option of The J. C. Nichols Investment Company, be imposed upon the land in tract "C" and the right to enforce the same. Provided however, that the restrictions when and if imposed upon said tract "C" shall be similar and corresponding to the restrictions now of record and which may be hereafter recorded, affecting the lots in tract "A" and similar and corresponding to the restrictions contained in this instrument applying to the lots in tract "B". The J. C. Nichols Investment Company may, at its option, but shall not be bound or obligated hereby so to do, impose restrictions upon tract "C", or upon any part or parts thereof, which are similar and corresponding to those which are now or may hereafter be imposed on tract "A" and are hereby applied to tract "B". If and when said restrictions are so imposed then The

J. C. Nichols Investment Company may, at its election, given to the owners of the lots in tract "B" a beneficial interest in said restrictions and the right to enforce the same, and the owners of the restricted lots in tract "C" may have a beneficial interest in and the right to enforce said restrictions on Tract "B". Similar and corresponding restrictions, within the meaning of this instrument, shall be construed to be restrictions limiting the use of the land to private residence purposes, whether said residences be single family or two family residences.

Said restrictions as to the lots in tract "B" shall continue and be binding as above provided, provided however, that the owners of the fee simple title to the majority of the front feet of the lots in tract "B", together with the owners of the fee simple title to the majority of the front feet of the similarly restricted lots in tract "A", together with the owners of the fee simple title to the majority of the front feet (or the majority of the acreage, if not platted by January 1st, 1947) of the similarly restricted land in tract "C", may release all of the land in tract "B" from any one or more of said restrictions at the expiration of the first twenty-five year period or of any successive twenty-five year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for this purpose and filing the same for record in the office of the Recorder of Deeds of Jackson County, Missouri, at least five years prior to the expiration of this first twenty-five year period, or of any twenty-five year period thereafter. Provided, however, that the same privilege of release be exercised as to similar and corresponding restrictions which are now or may be hereafter from time to time imposed upon any of the land in tracts "A" and "C" to the end that all of the similar and corresponding restrictions on all of the land in tracts "A", "B", and "C", which is now or may be hereafter restricted by all such similar and corresponding restrictions,

may be extended or released as to all of the land that may be so restricted. The method for releasing said restrictions as to the land in tracts "A" and "C" shall be precisely the same as the method provided in this paragraph for the release of the land in tract "B" from anyone or more of the restrictions which are by the terms of this instrument imposed thereon. Nothing herein contained however, shall be construed to give to any of the owners of any of the lots in tracts "A", "B" or "C" any interest in or right to release or enforce any restrictions which have been heretofore or may hereafter be imposed on any of the lots in any of said tracts by the individual warranty deeds conveying said lots; the sole and exclusive right to enforce, waive, modify, release or assign all such supplemental or additional restrictions being reserved by The J. C. Nichols Investment Company for itself and for its successors or assigns.

The intention of The J. C. Nichols Investment Company with respect to restrictions on the property lying within the limits of tracts "A", "B" and "C" above defined, is that regardless of the number of plats or subdivisions which may be made of said land and regardless of the number of instruments used in subjecting said land or any part or parts thereof to restrictions similar and corresponding each with the other, the owners of the lots in the various tracts plats, or subdivisions shall have a beneficial interest in the similar and corresponding restrictions affecting each of the other tracts, plats, or subdivisions and shall have the right to enforce the same; and that all of said lots which are subjected to said restrictions shall be bound by said restrictions for a uniform period of time and that the release of any one or more of said restrictions may be accomplished only by the concurrence of the owners of the fee simple title to a majority of the front feet (or acreage as the case may be) of all of the similarly restricted lots in tracts "A", "B" and "C", signified as herein provided.

RIGHT TO ENFORCE

Section 13.

The restrictions herein set forth shall run with the title to the land hereby restricted and bind the present owner, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the owner of said lots hereby restricted, its successors and assigns, and with each of them, to conform to and to observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land, the owner or owners of any of the lots hereby restricted and the owners of such other lots as are herein given the right so to do shall have the right to sue for, and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and the failure of The J. C. Nichols Investment Company, or the owner or owners of any other lot or lots in this addition to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. The J. C. Nichols Investment Company may by appropriate agreement, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, and upon such agreement, assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights or any one or more of them at any time or times in the same way and manner as though directly reserved by them, or it, in this instrument.

(Corporate Seal) THE J. C. NICHOLS INVESTMENT COMPANY
By J. C. Nichols, President.

On this 30th day of November, 1928, before me appeared J. C. Nichols to me personally known, who being by me duly sworn, did say that he is the President of The J. C. Nichols Investment Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. C. Nichols acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: Feb. 25th, 1930.

(L.S.) F. A. Guy, Notary Public,
within and for said County and State.

"ZONE ORDINANCE"

DRAFTED BY CITY PLAN COMMISSION

In the Office of City Clerk
of Kansas City, Missouri.

No. 45608

Approved June 4, 1923

An Ordinance dividing the City into Districts and for each of such districts imposing regulations, restrictions and prohibitions for the promotion of Public Health, Safety, Convenience, Comfort, Prosperity and General Welfare, governing the erection of buildings and other structures and of premises to be used for trade, industry, residence or other specified purposes, designating the kinds and classes of trade, industries, residences and other purposes for which buildings and other structures or premises may be permitted to be erected, constructed, reconstructed, altered, repaired or used, and regulating and limiting the height and bulk of buildings and other structures, and regulating and limiting lot occupancy, set-back building lines, and the area of yards and other open spaces; creating a Board of Zoning Appeals, defining certain terms used in this Ordinance; and providing a penalty for the violation of the same.
(The property embraced in this Abstract is affected by above Ordinance.)

No. 155640

The KANSAS CITY TITLE AND TRUST COMPANY, a corporation duly organized under the laws of the State of Missouri, hereby certifies that it has examined the records of Jackson County, Missouri, in relation to all of Blocks 5 and 6 OAK-MEYER GARDENS and all that part of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 5, Township 48, Range 33 lying South of OAK-MEYER GARDENS, (as now platted), all in Kansas City, Missouri, and finds the conveyances and instruments of writing as shown on the foregoing pages numbered 1 to 75 both inclusive, to be all there are of record in the office of the Recorder of Deeds of Jackson County, Missouri, affecting the title to said premises to the 7th day of December, 1928 at 8:00 A.M.

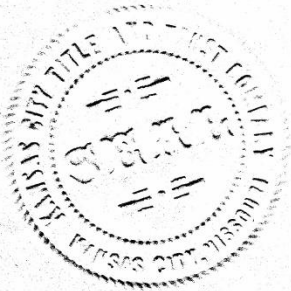
It further certifies that there are no Judgments rendered, nor Transcripts of Judgments or Mechanics' Liens filed remaining unsatisfied of record in the office of the Clerk of the Circuit Court or Probate Court of Jackson County, Missouri, nor Judgments remaining unsatisfied of record in the office of the Clerk of the United States District Court of the Western Division of the Western District of Missouri, for a period of three years prior to and including the 7th day of December, 1928 at 8:00 A.M. against

The J. C. Nichols Investment Company,
Isla L. Derr,
John S. Tilney.

It further certifies that it finds no pending proceedings in bankruptcy by or against the above named parties in the Western Division of said United States Court.

No unpaid taxes, general, special or park against above described property at this date.

WITNESS the name of said Company and the Corporate Seal thereof, this 7th day of December, 1928 at 8:00 A.M.



KANSAS CITY TITLE AND TRUST COMPANY

By:

Lex M. Daniel
Vice President.

CERTIFICATE AS TO JUDGMENTS IN UNITED STATES COURT

We have examined the records in the office of the Clerk of the District Court of the United States of the following Divisions of the Western District of Missouri, namely:

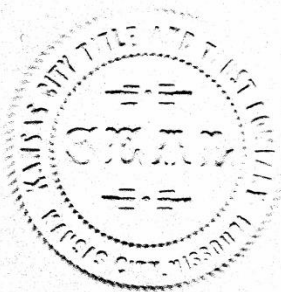
St. Joseph Division at St. Joseph,
Central Division at Jefferson City,
Southern Division at Springfield,
Southwestern Division at Joplin, and

Western Division at Kansas City and Chillicothe

and hereby certify that there are no judgments of record rendered in any of said Divisions within the past three years, and remaining unsatisfied at this date against

The J. C. Nichols Investment Company
Isla L. Derr
John S. Tilney.

Kansas City, Missouri, December 7, 1928



KANSAS CITY TITLE AND TRUST COMPANY

Lex M. Daniel
Vice President.

Commerce Trust Company,
a corporation, duly organized
under the laws of the
State of Missouri, of
Jackson County, Missouri

to

The J. C. Nichols Investment
Company, a corporation
of Jackson County, Missouri.

RELEASE QUIT-CLAIM DEED
Dated June 12, 1933
Filed June 14, 1933
Book B. 3101 page 446
#A515069
Consideration \$1.00
and other val. cons.

Remise, release and forever quit claim unto the said party of
the second part, the following land in Jackson County, Missouri, to-wit:

All that part of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the south-
east $\frac{1}{4}$ of Section 5 Township 48 Range 33, in Kansas City, Jackson
County, Missouri, described as follows: Commencing at the northwest
corner of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said
Section 5; thence east along the north line of said south $\frac{1}{2}$ of the
northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 843.86
feet; thence south at right angles to the north line of the south $\frac{1}{2}$ of
the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of
386.00 feet to the point of beginning of the tract to be herewith
described, said point of beginning being in the south line of 64th
Street Terrace as same is now established in said Kansas City; thence
continuing south along a line at right angles with the north line of
said south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5,
a distance of 124 feet; thence east parallel with the north line of
the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5,
a distance of 52.5 feet; thence north along a line at right angles
with the north line of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast
 $\frac{1}{4}$ of said Section 5, a distance of 124.02 feet to a point in the south
line of said 64th Street Terrace, which is 52.5 feet easterly from
the point of beginning (measured along the southerly line of said 64th
Street Terrace) thence west along the southerly line of said 64th
Street Terrace, a distance of 52.5 feet to the point of beginning; and

also

All that part of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5 Township 48, Range 33, in Kansas City, Jackson County, Missouri, described as follows: Commencing at the northwest corner of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5; thence east along the north line of said south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 1173.31 feet; thence south at right angles to the north line of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 370.77 feet to the point of beginning, of the tract to be herewith described, said point of beginning being in the south line of 64th Street Terrace as same is now established in said Kansas City; thence southeasterly along a line which deflects to the left, or east $3^{\circ} 34' 46''$ from a line at right angles with the north line of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 131.83 feet; thence southwesterly along a line which deflects to the left, or south $3^{\circ} 59' 35''$ from a line parallel with the north line of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 55 feet; thence northwesterly a distance of 130.27 feet to a point in the southerly line of said 64th Street Terrace which is 55 feet westerly from the point of beginning (measured along the southerly line of said 64th Street Terrace) thence easterly along the southerly line of said 64th Street Terrace, 55.00 feet to the point of beginning; and also

All that part of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5 Township 48 Range 33, in Kansas City, Jackson County, Missouri, described as follows: Commencing at the northwest corner of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5; thence east along the north line of said south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 956.35 feet; thence south at right angles to the north line of the south $\frac{1}{2}$ of

the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ said Section 5, a distance of 385.24 feet; to the point of beginning of the tract to be herewith described, said point of beginning being in the south line of 64th Street Terrace as same is now established in said Kansas City; thence southeasterly along a line which deflects to the left $1^{\circ} 22' 56''$ from a line at right angles to the north line of said south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 124.80 feet; thence east along a line parallel with the north line of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 52.5 feet; thence northwesterly a distance of 126.57 feet to a point in the south line of said 64th Street Terrace, which is 52.5 feet easterly from the point of beginning (measured along the southerly line of said 64th Street Terrace) thence west along the southerly line of said 64th Street Terrace, a distance of 52.5 feet to the point of beginning, and also .

All that part of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5 Township 48 Range 33, in Kansas City, Jackson County, Missouri, described as follows: Commencing at the northwest corner of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5; thence east along the north line of said south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 896.36 feet; thence south at right angles to the north line of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 385.98 feet to the point of beginning of the tract to be herewith described, said point of beginning being in the south line of 64th Street Terrace as same is now established in said Kansas City; thence continuing south along a line at right angles with the north line of said south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 124.02 feet; thence east parallel with the north line of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 63 feet; thence northwesterly along a

line which deflects to the left or west $1^{\circ} 22' 56''$ from a line at right angles to the north line of said south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 5, a distance of 124.80 feet to a point in the south line of said 64th Street Terrace which is 60 feet easterly from the point of beginning (measured along the southerly line of said 64th Street Terrace) thence west along the southerly line of said 64th Street Terrace, a distance of 60 feet to the point of beginning.

This deed of quit claim being made to release the real estate specifically described above, but none other, from the lien of certain deed of trust bearing date March 8, 1926, recorded in the office of the Recorder of Deeds within and for the County of Jackson and State of Missouri, in Book B. 2633 page 498 which said deed of trust was executed by Isla L. Derr to secure the payment of a promissory note described in said deed of trust which said note and deed of trust are now held and owned by the said Commerce Trust Company, grantor herein.

To have and to hold the same, unto the said party of the second part and unto its successors and assigns forever.

In witness whereof, the said party of the first part has caused these presents to be signed by its Vice president and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

(corporate seal)

Commerce Trust Company

By: H. C. Schwitzgebel, Vice-president.

Attest: George W. Dillon, Secretary.

State of Missouri)

-SS

County of Jackson)

On this 14th day of June, 1933, before me, appeared H. C. Schwitzgebel, to me personally known, who being by me duly sworn, did say that he is the Vice president of Commerce Trust Co. "COMMERCE TRUST COMPANY" a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said

instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said H. C. Schwitzgebel acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office, in Kansas City, Missouri, the day and year last above written.

(seal)

Myrtle Alexander, Notary Public,
Jackson County, Missouri.

Term expires Jan. 3, 1937.

On the margin of the record of the deed of trust recorded in Book B. 2633 page 498 #A274588 is the following:

The identified note described herein was presented June 14, 1933.

Attest:

Joseph W. Corder, Recorder

By:

J. Abramowitz, Deputy

The J. C. Nichols Investment Company
a corporation of the State of Missouri

to

Kansas City, a municipal corporation
organized and existing in the County
of Jackson and State of Missouri

QUIT CLAIM DEED
Dated February 1, 1930
Filed July 15, 1930
Book B. 2979 page 409
#A449480
Consideration \$1.00
and other val. cons.

Remise, release and forever quit claim unto said second party
the following land in Jackson County, Missouri, to-wit:

A strip of land, 50 feet wide being 25 feet on each side of a
center line described as follows, and which is a part of the south $\frac{1}{2}$
of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5, Township 48,
Range 33, in Jackson County, Missouri:

Beginning at a point in the east line of Oak Street 259.13
feet south of south line of Meyer Boulevard, as same are now establish-
ed; thence in a southeasterly direction along a curve to the left,
tangent to the curve at this point, making a southeast angle of 78°
46' 25" with the east line of Oak Street, the radius of which is 1910
feet a distance of 343.33 feet to a point 290 feet south of the south
line of Meyer Boulevard; thence east along a line 290 feet south of
and parallel with the south line of Meyer Boulevard 516.76 feet to a
point; thence continuing in an easterly and northeasterly direction
along a curve to the left, from the last described course as a tangent
the radius of which is 2550 feet, a distance of 394.9 feet to a point
in the west line of Holmes Street 259.52 feet south of the south line
of Meyer Boulevard; also the north line of said 50 foot strip to be
connected with the east line of Oak Street, with a curve the radius
of which is 50 feet and with the west line of Holmes Street with a
curve the radius of which is 25 feet; also the south line of said 50
foot strip to be connected with the east line of Oak Street with a
curve, the radius of which is 25 feet and with the west line of Holmes
Street with a curve the radius of which is 20 feet, to be used forever
for the purpose of a public street and to be known as 64th Street

Terrace.

To have and to hold unto said second party and unto its successors and assigns forever.

In witness whereof, the said party of the first part has caused these presents to be signed by its president and attested by its Secretary and the corporate seal to be hereto attached, the day and year first above written.

(corporate seal) The J. C. Nichols Investment Company

By: J. C. Nichols, President.

Max T. Stone, Secy.

State of Missouri)

County of Jackson) -ss

On this 10th day of February, 1930, before me, appeared J. C. Nichols, to me personally known, who being by me duly sworn did say that he is the president of The J. C. Nichols Investment Company, a corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. C. Nichols acknowledged said instrument to be the free act and deed of said corporation.

Witness hand and official seal.

(seal)

Isla L. Derr, Notary Public,
Jackson County, Missouri.

Term expires August 11, 1932.

To accept a Quit Claim Deed
from The J. C. Nichols Investment
Company, a corporation, to certain
land for public use as a part of
public highway to be known as
64th Street.

ORDINANCE
Filed July 15, 1930
Book B. 2979 page 407
#A449479

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Quit Claim Deed executed by The J.C. Nichols Investment Company, a corporation, conveying to Kansas City, a municipal corporation of the County of Jackson and State of Missouri, the following described tract of land, lying, being and situate in Kansas City, Jackson County, Missouri, to-wit:

A strip of land 50 feet wide being 25 feet on each side of a center line described as follows, and which is part of the south one-half of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5, Township 48, Range 33; beginning at a point in the east line of Oak Street, 259.13 feet south of the south line of Meyer Boulevard, as same are now established; thence in a southeasterly direction along a curve to the left, tangent to the curve at this point, making a southeast angle of $78^{\circ} 46' 25''$ with the east line of Oak Street, the radius of which is 1910 feet a distance of 343.33 feet to a point 290 feet south of the south line of Meyer Boulevard; thence east along a line 290 feet south of and parallel with the south line of Meyer Boulevard 516.76 feet to a point; thence continuing in an easterly and northeasterly direction along a curve to the left, from the last described course as a tangent the radius of which is 2550 feet, a distance of 394.9 feet to a point in the west line of Holmes Street 259.52 feet south of the south line of Meyer Boulevard; also the north line of said 50 "feet" strip to be connected with the east line of Oak Street with a curve the radius of which is 50 feet and with the west line of Holmes Street with a curve the radius of which is 25 feet; also the south line of said 50 foot strip to be connected with the east line of Oak Street with a curve, the radius of which is 25 feet and with the west

line of Holmes Street with a curve the radius of which is 20 feet, for public use as a part of public highway, to be known as 64th Street Terrace, be and the same is hereby accepted.

Section 2. The director of Public Works is hereby authorized to draw his requisition against the appropriation heretofore made to the Public Works Department for the necessary warrant to pay the consideration named in each deed amount in all to the sum of \$1.00.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are, insofar as they so conflict, hereby repealed.

The foregoing Ordinance approved this 3rd day of Mar. 1930,

M. S. Murray, Director of Public Works.

I hereby certify that there is a balance, otherwise unincumbered to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance otherwise unincumbered, in the Treasury, sufficient to meet the obligation hereby incurred.

Ben Jaudon, Director of Finance.

Authenticated as passed this
March 10, 1930
A. I. Beach, Mayor (corporate seal)
Chas. W. Regan, City Clerk
By: J. J. Donahue, Deputy City Clerk

Approved as to form
Wm. F. Allen,
Assistant City Counsellor.

Approved H. F. McElroy,
City Manager.

State of Missouri)
-ss
County of Jackson)

On this 20th day of March, 1930, before me, a Notary Public, in and for said County, personally appeared Chas. W. Regan, to me known to be the City Clerk of Kansas City, Mo., in the above and foregoing ordinance mentioned, and acknowledged the said ordinance to be the act and deed of said Kansas City, duly ordained by the Common Council of said City, and duly approved by the Mayor of said City, as therein stated.

Attest hand and official seal.

(seal)

Maurice Carey, Notary Public,
Jackson County, Missouri.

Term expires December 3, 1931.

Finance Committee Report

To the Honorable the Council of Kansas City, Missouri.

Gentlemen: Your Finance Committee to whom was referred the
within ordinance, respectfully present our report.

We recommend that the Ordinance do pass.

Geo. L. Goldman

H. L. Mc Cune,

13749
13750

OAK-MEYER GARDENS

P L A T
Filed November 3, 1933
Plat Book B 24 page 45
#A522450

This is a subdivision of all that part of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5 Township 48 Range 33, in Kansas City, Jackson County, Missouri, described as follows:

Beginning at a point in the east line, 849.86 feet south of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ Section, said point being in the center line of Holmes Street and 120 feet south of the south line of Meyer Boulevard in said Kansas City, thence south along the east line of said $\frac{1}{4}$ $\frac{1}{4}$ Section and along the center line of said Holmes Street 304.82 feet; thence west parallel with the south line of said Meyer Boulevard, 30 feet to a point in the west line of said Holmes Street; thence southwesterly 218.28 feet to a point which is 440 feet south of the south line of said Meyer Boulevard, thence west parallel with the south line of said Meyer Boulevard, 379.69 feet; thence northwesterly along a line which deflects to the left or west $8^{\circ} 16'$ from a line at right angles to said Meyer Boulevard, 39.89 feet; thence northwesterly along a curve to the right from the last described course as a tangent having a radius of 2525 feet, 261.73 feet to a point which is 140 feet south of the south line of said Meyer Boulevard, thence east parallel with the south line of said Meyer Boulevard 402.93 feet; thence northeasterly 220.43 feet to a point in the west line of said Holmes Street and 120 feet south of the south line of said Meyer Boulevard; thence east parallel with the south line of said Meyer Boulevard 30 feet to the point of beginning.

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on this plat which subdivision and plat shall hereafter be known as "OAK-MEYER GARDENS."

An easement or license to Kansas City to locate, construct and maintain or authorize the location, construction and maintenance of conduits, water, gas and sewer pipes, poles and wires or all or any of them upon the rear four feet of all lots in this addition is hereby granted and the right for the construction and maintenance of sewers only along the strip of land marked "6' sewer right of way" is hereby granted.

The streets and terrace shown on this plat and not heretofore dedicated to public use as thoroughfares, are hereby so dedicated.

The undersigned proprietors of the above described tract of land do further consent that Kansas City, may in the ordinance approving this plat or any time hereafter by Ordinance, prohibit the construction or maintenance of bill boards or advertising boards, structures for the posting, painting or printing of signs or advertisements on property within the limits of this subdivision and for themselves, their successors and assigns they hereby waive all damages or remuneration on account of such prohibition, provided, however, that such ordinance shall only prohibit bill boards, advertising boards or structures exceeding 5 sq. ft. in size.

In testimony whereof, The J. C. Nichols Investment Company has caused these presents to be signed by its president and its corporate seal to be hereto affixed, and the undersigned proprietors have hereto subscribed their names.

Owners of Lot 6 Block 7,

Fred E. Grant,
Constance C. Grant,

Owners of Lot 8 Block 7,

James E. Griffin
Angela D. Griffin

Owners of all except Lots
6 and 8 Block 7

The J. C. Nichols Investment
Company.
By: J. C. Nichols, president

(corporate seal)

State of Missouri)
-ss
County of Jackson)

On this 28th day of September, 1933, before me personally appeared J.C. Nichols to me known who being by me duly sworn did say that he is the president of The J. C. Nichols Investment Company and that the seal affixed to this instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and the said J. C. Nichols acknowledged said instrument to be the free act and deed of said corporation.

Attest hand and official seal.

(seal) F. A. Guy, Notary Public,
Jackson County, Missouri.

Term expires February 25, 1934.

State of Missouri)
-ss
County of Jackson)

On this 27th day of September, 1933, before me, personally appeared Fred E. Grant and Constance C. Grant, his wife, and James E. Griffin and Angela D. Griffin, 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,

Attest hand and official seal.

(seal) F. A. Guy, Notary Public,
Jackson County, Missouri.

Term expires February 25, 1934.

This is to certify that the within plat was submitted to and approved by the Council of Kansas City, Missouri, by Ordinance #3373, duly passed and authenticated by the Mayor and City Clerk.

Chas. W. Regan, City Clerk

J. B. O'Donnell, Deputy

9-23-33 Robert W. Waddell
City Engineer

Approved October 2, 1933
M. S. Murray, Director of Public Works.

Approved
City Plan Commission
Herbert V. Jones, Chairman
Paul G. Flagg, Secretary

October 2, 1933

Entry #25071.

The J. C. Nichols Investment
Company.

DECLARATION OF RESTRICTIONS
AFFECTING PART OF BLOCKS 6
and 7, IN OAK-MEYER GARDENS
Dated May 7, 1934
Filed May 14, 1934
Book B 3147 page 298
#A531953

Whereas, The J. C. Nichols Investment Company, a corporation, and certain other individuals, heretofore have executed a plat of Lots 9 to 19, both inclusive, in Block 6 and Lots 1 to 10, both inclusive, in Block 7 of Oak-Meyer Gardens, which plat was recorded on the 3rd day of November, 1933, in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, under Recorder's Document #A522450, and have heretofore dedicated to the public, all of the Streets and terraces for street purposes, as are shown thereon, and

Whereas, The J. C. Nichols Investment Company now desires to place certain restrictions on those lots shown on said plat which are owned by it for the use and benefit of the present owner and for its and their future grantees,

Now therefore, in consideration of the premises, The J. C. Nichols Investment Company for itself and for its successors and assigns, and for its and their future grantees, hereby agrees that all of the lots shown on said plat which are now owned by it, to-wit: Lots 9 to 19, both inclusive, in Block 6 and Lots 1, 2, 3, 4, 5, 9 and 10 Block 7, shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED:

For the purpose of these restrictions, the word "street" shall mean any street or terrace of whatever name, which is shown on said recorded plat of Oak-Meyer Gardens, and which has been heretofore dedicated to the public for the purposes of a public street.

The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any lot as platted, or any tract, or tracts of land as conveyed, which may consist of one or more lots, or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from The J. C. Nichols Investment Company or from its successors and assigns. A corner lot shall be deemed to be any such lot as platted or any tract of land as conveyed, having more than one street contiguous to it. The street upon which the lot, or part thereof, fronts, as hereinafter provided, shall be deemed to be a front street; and any other street contiguous to any such lot shall be deemed to be a side street.

PERSONS BOUND BY THESE RESTRICTIONS:

All persons and corporations who now own or shall hereafter acquire any interest in any of Lots 9 to 19, both inclusive, in Block 6 and Lots 1, 2, 3, 4, 5, 9, and 10 Block 7, of Oak-Meyer Gardens, shall be taken and held to agree and covenant with the owner of the lots hereby restricted, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and the construction of residences and improvements thereon, for a period of 25 years from January 1st, 1927, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION 1:

USE OF LAND

None of said lots may be improved, used, or occupied for other than private residence purposes, and no flat nor apartment house though intended for residence purposes, may be erected thereon. Any residence erected or maintained thereon shall be designated for occupancy by a single family.

SECTION 2:

FRONTAGE OF LOTS

For the purpose of these restrictions, the following lots, or part or parts thereof, as indicated in this Section, shall be deemed to front on the streets designated as follows:

BLOCK 6: Lots 9 to 19, both inclusive, on 64th Street Terrace.

BLOCK 7: Lots 1,2,3,4,5,9 and 10, on 64th Street Terrace.

SECTION 3:

FRONTAGE OF RESIDENCES ON STREETS

Any residence erected wholly or partially on any of the following lots, or on any part or parts thereof, as indicated in this Section, shall front or present a good frontage on the street or streets designated, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lots, it shall front or present a good frontage on the streets designated as follows:-

BLOCK 6: On Lot 9, on both Holmes Street and 64th Street Terrace. On Lots 10 to 18, both inclusive, on 64th Street Terrace. On Lot 19, on both 64th Street Terrace and Cherry Street.

BLOCK 7: On Lot 1, on both Cherry Street and 64th Street Terrace. On Lots 2, 3, 4, 5, and 9 on 64th Street Terrace. On Lot 10, on both 64th Street Terrace and Holmes Street.

SECTION 4:

REQUIRED COST OF RESIDENCES

Any residence erected wholly or partially on any of the lots or part or parts thereof hereby restricted, shall cost not less than \$4,000.00.

SECTION 5:

GROUND FRONTAGE REQUIRED

Any residence erected on any of the lots hereby restricted, or part or parts thereof, shall have appurtenant thereto not occupied by

any other residence, at least 50 feet of ground fronting on the Street upon which the lot or part or parts thereof front. All measurements shall be on the front line of the lot. It is provided, however, that The J. C. Nichols Investment Company shall have and does hereby reserve the right in the sale and conveyance of any of said lots to reduce the required frontage to be used with any residence on any lot, and it may at any time thereafter with the consent in writing of the then owner of the fee simple title to any such lot, change any such required frontage as is herein provided for, or which may in such sale and conveyance be established by it, provided further however, that no change may be made at any time which will reduce the required frontage of land to be used and maintained with any residence which may be erected thereon, more than 5 feet below the minimum number of feet required for each residence as set forth above.

SECTION 6:

SETBACK OF RESIDENCES FROM STREETS

(A) No part of any residence, except as hereinafter provided may be erected or maintained on any of those lots, which are hereby restricted, nearer to the front street, or the side street, than is the front building line or the side building line shown on said plat of Oak-Meyer Gardens, on the lot or lots on which such residence may be erected, provided, however, that The J.C. Nichols Investment Company shall have, and does hereby reserve the right in the sale and conveyance of any of said lots to change any building lines shown thereon, and may, at any time thereafter with the consent in writing of the then record owner of the fee simple title to any such lot, change any such building line, which is shown on said plat, on such lot, or lots, or which may, in such sale and conveyance, be established by it, provided, however, that no change may be made at any time, which will permit the erection or maintenance of any residence on any lot, exclusive of those projections hereinafter set forth more than 10 feet nearer to

the front street, or five feet nearer to the side street, than is the front building line, or the side building line shown on said plat, on such lot or lots. Reference is made herein to front and side building lines for the purpose of determining the location of any residence with respect to the adjoining street, and in the case of the vacation or relocation of any of said streets, changes may be made in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets than are the building lines shown on this plat, with respect to the present location of said street; and provided, further, that The J.C. Nichols Investment Company shall have the same privilege of changing the location of any such new building lines so established, as it has in the case of those shown on said Plat of Oak-Meyer Gardens.

(B) Those parts of the residence which may project to the front of and be nearer to the front streets or the side streets than the front building lines and the side building lines, shown on said plat, and the distance which each may project are as follows:

WINDOW PROJECTIONS:

(C) Bay, bow, or oriel, dormer and other projecting windows, and stairway landings, other than full two story or three story, bay, bow or oriel windows or stairway landings, may project beyond the front building lines and the side building lines, not to exceed three feet.

MISCELLANEOUS PROJECTIONS:

(D) Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections and any other projections for purely ornamental purposes, may project beyond the front building lines, and the side building lines, not to exceed four feet.

VESTIBULE PROJECTIONS:

(E) Any vestibule, not more than one story in height, may project behind the front building lines, and the side building lines, not to exceed three feet.

PORCH PROJECTIONS:

(F) Unenclosed, uncovered, or covered porches, and balconies, porte cocheres and terraces, may project beyond the front building lines not to exceed twelve feet; on corner lots, any unenclosed, uncovered or covered porches or balconies, porte cocheres and terraces, may project beyond the side building lines not to exceed ten feet. The J. C. Nichols Investment Company reserves the right to consent that the board of adjustment may modify the provisions of the Zone Ordinance (See Ordinance #45608 of Kansas City, Missouri) with respect to the location of any residence which may be erected on any of said lots with reference to the street or streets adjacent thereto; provided that any such residence shall conform to the building line which is now or may hereafter be established by The J.C. Nichols Investment Company.

SECTION 7:

FREE SPACE REQUIRED

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, but exclusive of all other projections set forth above in Section 6, erected or maintained on any of the lots hereby restricted, shall not occupy more than 80 per cent of the width of the lot on which it is erected, measured in each case on the front building line, or the front building line produced to the side lines of the lot, whichever line is of greater length; and any such residence, exclusive of cornices, spoutings, brackets, pilasters, grill work, trellises and other similar projections for purely ornamental purposes, shall be set back at least four feet from both of the side lines of the lot on which such residence is erected. It is provided, however, that the maximum width of any residence which may be erected on any of said lots, may with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed 10 per cent of the width of any such lot, measured as above provided. It is further provided, that the required set back from the side lines of the lot as herein provided, may, with

the consent in writing of The J. C. Nichols Investment Company, be reduced by not to exceed 50 per cent of the amount of such required setback; provided, however, that this reservation shall in no way whatsoever, affect the provision relative to the change in said building lines as set forth in Section 6 herein.

In any case where the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this Section shall be construed accordingly, and if any residence of the maximum width is built or maintained on any such lot, then thereafter the frontage so used may not be reduced on any such lot as long as said residence is maintained thereon, and the same provision shall apply as to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by the conveyance of a part of the lot, provided, that it be not reduced below the minimum number of feet required with any residence of a width that might be then erected thereon, based on the provisions of this section; and provided, further, that in no case may it be reduced below the required frontage herein specified by Section 5.

No tank for the storage of fuel may be maintained thereon above the surface of the ground, without the consent in writing of The J. C. Nichols Investment Company.

SECTION 8:

OUTBUILDINGS: SETBACK FROM STREETS

All outbuildings, except greenhouses, erected on any of the lots hereby restricted, shall correspond in style and architecture, to the residence to which they are appurtenant, and shall be of the same material as such residence. Any outbuildings, exclusive of those projections as set forth in paragraphs "c" and "d" of Section 6, which

are erected on any of said lots, shall be located wholly within 35 feet of the rear line of the lot on which they are erected, and on any corner lots, they shall, in addition to the above, be located wholly within 35 feet of that side of the lot farthest from the adjoining side street, and provided further, that The J. C. Nichols Investment Company shall have and does hereby reserve the right in the sale and conveyance of any lots shown on said plat, to change the required location of any such outbuildings, and may, at any time, thereafter with the consent in writing of the then record owners of the fee simple title to any of the said lots, change any such required outbuilding location, or any location which may, in such sale or conveyance be established by it; provided, further however, that no change may be made at any time which will permit the erection or maintenance of any outbuildings on any of said lots, more than 20 feet nearer to the front street, or more than 15 feet nearer to the side Street, than is provided for above. It is provided, further, that the provisions of Section 6, relative to the setback of residences from any new Street location, shall apply with like force and effect to the provisions of this paragraph, with reference to the change in the required location of outbuildings.

SECTION 9:

OUTBUILDINGS: FREE SPACE REQUIRED

Subject to the conditions hereinafter set forth, no outbuildings exclusive of greenhouses, and exclusive of those projections enumerated in paragraphs "c" and "d" of Section 6, erected on any of the lots hereby restricted shall occupy more than 50 per cent of the width of the lot upon which said outbuildings are erected, measured along the rear line of said lot, provided, however, that in no case, may the width of any such outbuildings, other than greenhouses, be more than 33 feet without the consent in writing of The J. C. Nichols Investment Company. In case of more than one such outbuilding being

erected on any lot, the combined width of such outbuildings shall not exceed the width provided for by this Section for a single outbuilding. Any greenhouse exclusive of other outbuildings may not exceed a maximum width of 20 feet, without the consent in writing of The J.C. Nichols Investment Company, provided further that the combined width of greenhouses and other outbuildings, erected or maintained on any lot at any one time, may not exceed 60 per cent of the width of the lot upon which they are erected, measured along the rear line thereof. It is further provided, however, that the maximum combined width of such outbuildings may with the consent in writing of The J. C. Nichols Investment Company be increased by not to exceed 10 per cent of the width of any outbuilding other than a greenhouse, may with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed 10 per cent of the width of the lot upon which it is erected, measured along the rear line thereof. The provisions of Section 7, relative to the maximum width of the residence, which may be erected on any lot having appurtenant thereto a greater frontage of ground than the required frontage and the provisions for reducing such frontage shall apply with the same force and effect to outbuildings as to the residence to which such outbuildings are appurtenant.

SECTION 10:

OWNERSHIP OF NEGROES PROHIBITED

None of the lots hereby restricted may be conveyed to, used, owned, nor occupied by negroes as owners or tenants.

SECTION 11:

BILLBOARDS PROHIBITED

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots herein restricted without the consent in writing of The J. C. Nichols Investment Company, provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, or tract as sold and conveyed, which

advertising board shall not be more than 5 square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or tract upon which it is erected.

SECTION 12:

PERGOLA BUILDING LINE

No pergola or any detached structure for purely ornamental purposes, may be erected on any part of any lot hereby restricted, in front of a line 12 feet in front of the front building line, without the written consent of The J. C. Nichols Investment Company.

SECTION 13:

DURATION OF RESTRICTIONS

By the provisions of Section 12 of that Declaration of Restrictions dated June 23, 1927, and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, in Book B 2794 page 44, governing the use and erection of improvements on part of the lots shown on the recorded plat of Blocks 1 to 4, both inclusive, of Oak-Meyer Gardens, The J.C. Nichols Investment Company provided among other things that if, at its election, it should place similar and corresponding restrictions as are contained in said Declaration of Restrictions above referred to, on all or a part of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5 Township 48, Range 33, in Jackson County, Missouri, the owners of those lots restricted by the provisions of that Declaration of Restrictions above referred to, should have a beneficial interest in such similar and corresponding restrictions and the owners of the land subsequently so restricted, should have a beneficial interest in the restrictions contained in the aforesaid Declaration of Restrictions; and whereas, by the provisions and terms of that Declaration of Restrictions dated November 30, 1928, and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City in Book B. 2879 page 282, The J. C. Nichols Investment Company imposed on Lots 1 to 10, both

inclusive, in Block 5 and upon Lots 1 to 3, both inclusive, in Block 6 of Oak-Meyer Gardens, located in the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5, Township 48, Range 33, in Jackson County, Missouri, restrictions similar and corresponding to the restrictions contained in the Declaration of Restrictions dated June 23, 1927; and whereas, the restrictions herein contained and the beneficial interest therein, come within the meaning of the provisions of Section 12, of that Declaration of Restrictions dated June 23, 1927; now therefore, in consideration of the premises, The J. C. Nichols Investment Company hereby declares and agrees that the restrictions in this Declaration contained, shall continue and be binding upon The J. C. Nichols Investment Company and upon its successors and assigns for a period of 25 years from January 1st, 1927 and shall automatically be continued thereafter for successive periods of 25 years each, in the manner provided in said Section 12 of the Declaration of Restrictions, dated June 23, 1927, above referred to. Provided however, that the owners of the fee simple title to the majority of the front feet of that part of the following described land, to-wit: Blocks 1, 2, 3, and 4 of Oak-Meyer Gardens and the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5, Township 48, Range 33, in Jackson County, Missouri, which is then subject to restrictions similar and corresponding to those in this instrument contained, may release all of said land which is then so similarly and correspondingly restricted from any one or more of said restrictions at the end of the first 25 year period or of any successive 25 year periods thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Recorder of Deeds of Jackson County, Missouri, at least 5 years prior to the expiration of this first 25 year period or of any successive 25 year period thereafter.

It is provided further that any release so made shall apply to all of the land last above described which is similarly and

correspondingly restricted as aforesaid; it being the intention that all of said land which is so restricted shall be similarly and correspondingly restricted for uniform and concurrent periods of time.

The J. C. Nichols Investment Company hereby declares that the restrictions herein contained and the restrictions contained in the Declaration of Restrictions dated June 23, 1927, and the one dated November 30, 1928, respectively, are similar and corresponding within the meaning of said instruments and this instrument. It is provided, however, that the restrictions herein contained and the restrictions contained in the Declaration of Restrictions dated June 23, 1927, and the restrictions contained in the Declaration of Restrictions dated November 30, 1928, shall run and continue concurrently. It is the intention that the period of time during which the restrictions contained in the two Declarations of Restrictions referred to above and during which the restrictions herein contained shall remain in force, shall be uniform in like manner and effect as though all of said lots had been restricted at one time and by one instrument.

SECTION 14:

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any corporation, person, or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land. The owner or owners of the land hereby restricted and such other land as may be then correspondingly and similarly restricted as provided for in Section 12 of the aforesaid Declaration of Restrictions dated

June 23, 1927, shall have the right to sue for, and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of The J. C. Nichols Investment Company or the owner of any other lot or lots so restricted to enforce any of the restrictions herein set forth, at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. The J.C. Nichols Investment Company, may, by appropriate agreement, assign, or convey to any person or corporation, all of the rights, restrictions and privileges herein reserved by it, and upon such agreement, assignment or conveyance being made, its assigns, or grantees may, at their option, exercise, transfer or assign those rights or any one or more of them, at any time, or times in the same way and manner, as though directly reserved by them, or it, in this instrument.

In witness whereof, The J. C. Nichols Investment Company has by authority of its board of directors caused this instrument to be executed by its Vice president, in the absence of its president from the County and State, and its corporate seal to be hereto affixed this 7th day of May, 1934.

(CORPORATE SEAL)

The J. C. Nichols Investment Company

By: J.C. Taylor, Vice-president.

State of Missouri)

County of Jackson)

-ss

On this 7th day of May, 1934, before me appeared J.C. Taylor, to me personally known, who being by me duly sworn did say that he is the Vice-president of The J. C. Nichols Investment Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J.C. Taylor acknowledged said instrument to be the free act and deed of said corporation.

Attest hand and official seal.

(seal)

F. A. Guy, Notary Public,
Jackson County, Missouri.

Term expires Feb. 26, 1938.

The J. C. Nichols Investment
Company.

DECLARATION
Dated May 7, 1934
Filed May 14, 1934
Book B 3148 page 229
#A531954

KNOW ALL MEN BY THESE PRESENTS, That whereas, on the 23rd day of June, 1927, The J. C. Nichols Investment Company, a corporation, executed a declaration which was subsequently filed for record in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, in Book B. 2792, page 162, under Document #A345074, which declaration affected certain land in Oak-Meyer Gardens, an addition in Kansas City, Jackson County, Missouri, and,

Whereas, in said original declaration, it was provided that certain other land that might be subsequently added to the district, then or theretofore affected by said declaration, upon such additional land being subjected to all of the terms and provisions of such original declaration.

Now Therefore, in consideration of the premises, The J.C. Nichols Investment Company, does hereby subject all of Lots 9 to 19, both inclusive, in Block 6, and Lots 1, 2, 3, 4, 5, 9 and 10 Block 7 of Oak-Meyer Gardens; and all of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5 Township 48 Range 33 in Jackson County, Missouri, except those parts thereof heretofore subdivided and platted as Blocks 1, 2, 3, 4, 5, 6, and 7 of Oak-Meyer Gardens; and all of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5 Township 48 Range 33, in Jackson County, Missouri, except those parts thereof heretofore subdivided and platted as part of Blocks 7 and 8 of Armour Hills Gardens; and all of the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 8 Township 48 Range 33, in Jackson County, Missouri, except those parts thereof heretofore subdivided and platted as part of Blocks 7 and 8 and Block 12 of Armour Hills Gardens, to all of the terms, conditions, assessments and charges set forth in said original declaration recorded in Book B. 2792 page 162, in the same way and manner as though the same had been

described in and affected by said original declaration, and all persons hereafter owning any of said lots or land shall have the same rights and privileges with respect to said declaration in the same way and manner as though such persons had executed and acknowledged said original declaration.

In witness whereof, The J. C. Nichols Investment Company, has by authority of its board of directors, caused this instrument to be executed by its Vice President, in the absence of its President from the County and State, and its corporate seal to be hereto affixed on this 7th day of May, 1934.

(CORPORATE SEAL)

THE J. C. NICHOLS INVESTMENT COMPANY

By: J. C. Taylor, Vice-president.

State of Missouri)

-ss

County of Jackson)

On this 7th day of May, 1934, before me, appeared J. C. Taylor to me personally known, who being by me duly sworn did say that he is the Vice-president of The J. C. Nichols Investment Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. C. Taylor acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office, in Kansas City, Missouri, the day and year last above written.

(seal)

F. A. Guy, Notary Public,

Jackson County, Missouri.

Term expires February 26, 1938.

KANSAS CITY TITLE AND TRUST COMPANY
KANSAS CITY, MISSOURI
CERTIFICATE AS TO CONVEYANCES AND MECHANICS' LIENS

Order No.181309.....

Abstract No.

The KANSAS CITY TITLE AND TRUST COMPANY, a corporation duly organized under the laws of the State of Missouri, having examined the records of Jackson County, Missouri, from December 7th, 1928 at 8:00 A. M. in relation to Lots 9 to 19 Block 6, and Lots 1, 2, 4, 9 and 10 Block 7, Oak-Meyer Gardens, in Kansas City, Missouri.

hereby certifies that pages 76 To 104 inclusive, show all conveyances and instruments of writing there are of record in the office of the Recorder of Deeds and in the office of the Clerk of the Probate Court of Jackson County, Missouri, and all mechanics' liens filed in the office of the Clerk of the Circuit Court of Jackson County, Missouri, affecting the title to said premises to this date.

No ~~See~~ separate certificates as to Taxes, Judgments and Bankruptcy.

WITNESS the name of the said Company, and the Corporate Seal thereof, this 16th day of May, 19 34, at 8:00 o'clock A.M.

*W. P. D.***KANSAS CITY TITLE AND TRUST COMPANY***[Signature]*
Vice-President.

The above certificate is extended to _____
and includes page _____

KANSAS CITY TITLE AND TRUST COMPANY

Vice-President.

Kansas City Life Insurance Company,
a corporation of Jackson County,
Missouri,

To

The J. C. Nichols Investment Company,
a corporation of Jackson County,
Missouri.

QUIT CLAIM DEED

Dated September 21, 1936
Filed September 29, 1936
Book B-3262 Page 537
No. A-585102
Cons. \$1.00 and other
valuable consideration.

Remise, Release and Forever Quit Claim unto said second party
the following land in Jackson County, Missouri, to-wit:

All that part of Lots 11, 12 and 13, Block 6, Oak-Meyer
Gardens, an addition in Kansas City, Jackson County, Missouri, as
shown on the recorded plat thereof, on file and of record in the
office of the Recorder of Deeds of Jackson County, Missouri, at
Kansas City, described as follows:

Beginning at a point on the south line of said Lot 11, which
point is 26 feet east of the southwest corner thereof, measured along
said south line; running thence north in a straight line to a point
in the north line of said Lot 11, which point is 32 feet east of the
northwest corner of said Lot 11, measured along said north line;
running thence west along the north lines of Lots 11, 12 and 13, to
a point in the north line of Lot 13, which is 18 feet west of the
northeast corner thereof, measured along said north line; running
thence south in a straight line to a point in the south line of said
Lot 13, which point is 19 feet west of the southeast corner thereof,
measured along said south line; running thence east along the south
lines of Lots 13, 12 and 11, a distance of 100 feet to the point of
beginning.

This deed of quit claim being made to release the above
described property from the lien of certain deed of trust, bearing
date 8th day of March, 1926, recorded in the office of the Recorder
of Deeds within and for the County of Jackson and State of Missouri,
in Deed Book B-2633 page 498, which said deed of trust was executed
by Isla L. Derr, a single woman, to secure the payment of a note

described in said deed of trust which said note and deed of trust are now held and owned by the said Kansas City Life Insurance Company, grantor herein.

To have and to hold the same unto said second party its successors and assigns forever.

In witness whereof, the said party of the first part has caused these presents to be signed by its Vice-President and attested by its Ass't. Secretary, and the corporate seal to be hereto attached, the day and year first above written.

(CORPORATE SEAL)

Kansas City Life Insurance Company

By: D. T. Torrens, Vice-President.

Attest: Dan H. Cox,
Asst. Secretary.

STATE OF MISSOURI)

COUNTY OF JACKSON) ^{ss}

On this 22nd day of September, 1936, before me appeared D. T. Torrens, to me personally known, who being by me duly sworn, did say that he is the Vice-President of Kansas City Life Insurance Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Attest hand and official seal.

(seal)

Martha P. Crenshaw, Notary Public

Jackson County, Missouri.

Term expires May 12, 1938.

On the margin of the record of the deed of trust recorded in Book B-2633 page 498, No. A-274588 is the following:

The identified note described herein was presented, September 29, 1936.

Attest: Joseph S. Crisp, Recorder
By: Dee Land, Deputy

The J. C. Nichols Investment
Company, a corporation of
Missouri, of Jackson County,
Missouri

To

Lucian C. Worth and
Margaret M. Worth,
husband and wife of
Jackson County, Missouri

WARRANTY DEED

Dated November 4, 1940
Filed November 6, 1940
Book B 3472 Page 107
No. A 666349
Cons. \$1.00 and other
valuable considerations

Grant, Bargain and Sell unto the said parties of the second
part the following described land in Jackson County, Missouri to-wit:

All of Lot 12, except the East 8 feet thereof, measured on
front and rear lines of said Lot 12, and all that part of Lot 13 lying
East of the following described line: Beginning at a point in the
South line of said Lot 13 which is 9 feet West of the Southeast cor-
ner of said Lot 13, measured along said South line and running thence
in a straight line to a point in the North line of said Lot 13, which
is 8 feet West of the Northeast corner of said Lot 13, measured along
said North line, all in Block 6 of Oak-Meyer Gardens, an addition in
Kansas City, Jackson County, Missouri, as shown on the recorded plat
thereof, on file and of record in the office of the Recorder of Deeds
of Jackson County, Missouri, at Kansas City, subject to the covenants,
restrictions, reservations and easements now of record thereon.

In addition to the restrictions above referred to, the prop-
erty hereby conveyed shall be and the same is hereby made subject
also to the following restrictions:

Any residence erected thereon shall be a full two-story
residence.

Any residence erected thereon shall cost not less than
\$6000.00.

Each of the restrictions specifically set forth above shall
continue and be binding upon the grantees herein and upon their heirs
and assigns for the same period or extended periods of time during
which any of the restrictions above referred to may remain in force,

unless sooner released by The J. C. Nichols Investment Company, or by its successors or assigns.

No residence or outbuildings may be erected on the above described property for a period of 40 years from the date hereof until the plans, elevation, location and grade thereof have been submitted to The J. C. Nichols Investment Company and by it approved in writing; nor shall any change or alteration be made in the exterior design of any such residence or outbuildings after the original construction thereof, and during said period of time, until approval thereof has been given in writing by The J. C. Nichols Investment Company; and during said period of time, no fences or walls may be erected on the above described property without the consent in writing of The J. C. Nichols Investment Company.

To Have and To Hold unto the said parties of the second part and unto their heirs and assigns forever.

Party of the first part covenants to warrant and defend against all lawful claims, except all taxes and assessments, both general and special which could not be paid on October 22nd, 1940, and except the covenants, restrictions, reservations and easements above referred to.

In Witness Whereof, The said party of the first part has caused these presents to be signed by its President and the corporate seal to be hereto attached, the day and year first above written.

(CORPORATE SEAL)

THE J. C. NICHOLS INVESTMENT
COMPANY

(INT. REV. \$11.00)

By J. C. Taylor
President

STATE OF MISSOURI)

SS

COUNTY OF JACKSON)

On this 4th day of November, 1940 before me appeared J.C. Taylor, to me personally known, who, being by me duly sworn, did say that he is the President of The J. C. Nichols Investment Company, a corporation, and that the seal affixed to the fore-

going instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. C. Taylor acknowledged said instrument to be the free act and deed of said corporation.

Witness Hand and Notarial Seal.

(LS)

I. E. Herman
Notary Public in and for
said County and State

My commission expires October 16th, 1943.

KANSAS CITY TITLE INSURANCE COMPANY

KANSAS CITY, MISSOURI
CERTIFICATE AS TO CONVEYANCES AND MECHANICS' LIENS

Order No. 203794

Abstract No.

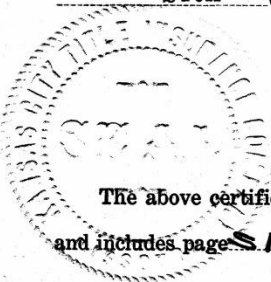
The KANSAS CITY TITLE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Missouri, having examined the records of Jackson County, Missouri, from May 16, 1934 at 8:00 A. M. in relation to

All of Lot 12, except the East 8 feet, measured along the front and rear lines, and all that part of Lot 13, lying East of the following described line; Beginning at a point in the South line of Lot 13, which is 9 feet West from the Southeast corner, measured along the South line, and running to a point in the North line of Lot 13, which is 8 feet West from the Northeast corner, measured along the North line, all in Block 6 of Oak-Meyer Gardens,

hereby certifies that pages 105 + 106 inclusive, show all conveyances and instruments of writing there are of record in the office of the Recorder of Deeds and in the office of the Clerk of the Probate Court of Jackson County, Missouri, and all mechanics' liens filed in the office of the Clerk of the Circuit Court of Jackson County, Missouri, affecting the title to said premises to this date.

See separate certificates as to Taxes, Judgments and Bankruptcy.

WITNESS the name of the said Company, and the Corporate Seal thereof, this 24th day of October, 1940, at 8:00 o'clock A. M.



KANSAS CITY TITLE INSURANCE COMPANY

W. M. Daniel
Vice President

The above certificate is extended to

and includes page 107, 108 & 109,

November 20th 1940 8:00 am

KANSAS CITY TITLE INSURANCE COMPANY

013

J. M. Allen
Vice President

KANSAS CITY TITLE INSURANCE COMPANY

CERTIFICATE AS TO JUDGMENTS

Order No. 203794

The KANSAS CITY TITLE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Missouri, having examined the records in the office of the Clerk of the Circuit Court of Jackson County, Missouri, at Kansas City and Independence, and in the office of the Clerk of the District Court of the United States for the following divisions of the Western District of Missouri,

St. Joseph Division at St. Joseph,

Central Division at Jefferson City,

Southern Division at Springfield,

Southwestern Division at Joplin, and

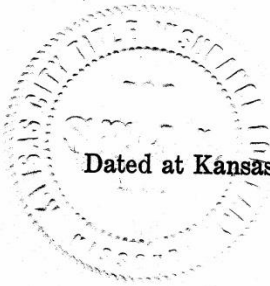
Western Division at Kansas City and Chillicothe,

hereby certifies that there are no unsatisfied judgments, or abstracts of judgments of record or on file in any of said courts, rendered or filed within the last three years against the parties named in this certificate; and no pending bankruptcy proceedings in any of said divisions of the United States Court by or against

The J. C. Nichols Investment Company

Lucian C. Worth

Margaret M. Worth



Dated at Kansas City, Missouri, October 19, 1940

C. W. M.
KANSAS CITY TITLE INSURANCE COMPANY

Frank McDaniel Casey
Vice-President

This certificate is extended to and including November 18th 1940,

J. Mack
KANSAS CITY TITLE INSURANCE COMPANY
Vice-President

KANSAS CITY TITLE INSURANCE COMPANY

CERTIFICATE AS TO TAXES

Order No. 203794

The KANSAS CITY TITLE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Missouri, having examined the records in the office of the City Treasurer of Kansas City, Missouri, and in the office of the County Collector of Jackson County, Missouri, in relation to

All of Lot 12, except the East 8 feet, measured along the front and rear lines, and all that part of Lot 13, lying East of the following described line; Beginning at a point in the South line of Lot 13, which is 9 feet West from the Southeast corner, measured along the South line, and running to a point in the North line of Lot 13, which is 8 feet West from the Northeast corner, measured along the North line, all in Block 6 of Oak-Meyer Gardens,

hereby certifies that the taxes (exclusive of penalties, if any) against said property are as follows:

City: 1940 and prior paid:

Park Maintenance: 1940 and prior paid:

State and County: 1940 and prior paid:

Specials:

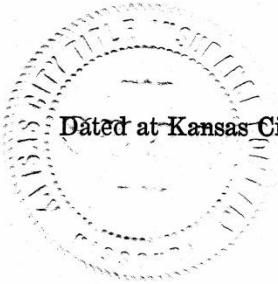
Bill #4207, (Ord. No. 5779), Sewer, Sept. 20, 1940, \$7.08 (1 instal)

Bill #4208, (Ord. No. 5779), Sewer, Sept. 20, 1940, \$1.14 (1 instal)

Bill #5711, (Ord. No. 5817), Sewer, Nov. 6, 1940 \$3.73 (1 Instal)

Bill #5712, (Ord. No. 5817), Sewer, Nov. 6, 1940 \$0.60 (1 Instal)

PARK TAXES: Paid in full:



6:21 p.m.
Dated at Kansas City, Missouri, October 22, 1940

KANSAS CITY TITLE INSURANCE COMPANY

Frank McDaniel Adee
Vice-President

This certificate is extended to and including *November 18th 1940,*

OK KANSAS CITY TITLE INSURANCE COMPANY

J. Mack
Vice-President
RSC

KANSAS CITY TITLE INSURANCE COMPANY

TITLE BUILDING—112 EAST 10TH STREET—KANSAS CITY, MISSOURI

Abstract Certificate

Abstract No. 203974

Order No. 280520

The KANSAS CITY TITLE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Missouri, hereby certifies that the records in the following named offices in Jackson County, Missouri, show:

NO CONVEYANCES AND NO OTHER INSTRUMENTS OF WRITING
OF RECORD IN THE OFFICE OF THE RECORDER OF DEEDS;

NO PROCEEDINGS AND NO MECHANIC'S LIENS OF RECORD IN
THE OFFICE OF THE CLERK OF THE CIRCUIT COURT;

NO PROCEEDINGS OF RECORD IN THE OFFICE OF THE CLERK OF
THE PROBATE COURT;

affecting the title to the following described real estate:

All of Lot 12, except the East 8 feet, measured along the front and rear lines, and all that part of Lot 13, lying East of the following described line; Beginning at a point in the South line of Lot 13, which is 9 feet West from the Southeast corner, measured along the South line, and running to a point in the North line of Lot 13, which is 8 feet West from the Northeast corner, measured along the North line, all in Block 6 of OAK MEYER GARDENS, a subdivision in Kansas City, Jackson County, Missouri,



from the 20th day of November, 19 40, at 8:00 o'clock A. M.,

to the 17th day of April, 19 59, at 8:00 o'clock A. M.

SEE CERTIFICATES FOLLOWING COVERING JUDGMENTS, BANKRUPTCIES AND TAXES.

IN WITNESS WHEREOF, said Company has caused its seal to be hereto affixed in facsimile to become effective as its original seal as of the date this certificate is signed by its duly authorized officers.



KANSAS CITY TITLE INSURANCE COMPANY

By Vice-President

Assistant Secretary

The above certificate is hereby extended to include the
day of, 19, at o'clock M.,
and includes pages to both inclusive.

By Vice-President

Assistant Secretary

KANSAS CITY TITLE INSURANCE COMPANY

TITLE BUILDING—112 EAST 10TH STREET—KANSAS CITY, MISSOURI

Judgment and Bankruptcy Certificate

Order No. 280520.....

The KANSAS CITY TITLE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Missouri, having examined the records in the office of the Clerk of the Circuit Court of Jackson County, Missouri, at Kansas City and Independence, and in the office of the Clerk of the District Court of the United States for the Western District of Missouri, hereby certifies that there are no judgments of record, or transcripts of judgments on file in any of said courts, remaining unsatisfied of record, within a period of three years prior to the date of this certificate, against the parties hereinafter named; and no bankruptcy proceedings pending in said District Court of the United States for the Western District of Missouri by or against:

Lucian C. Worth,

Margaret M. Worth,

SPECIAL NOTE:

The amounts of all judgments shown above are exclusive of possible interest and costs.

This certificate is dated to include..... April 16, 1959

IN WITNESS WHEREOF, said Company has caused its seal to be hereto affixed in facsimile to become effective as its original seal as of the date this certificate is signed by its duly authorized officers.



KANSAS CITY TITLE INSURANCE COMPANY

By *J. Marshall* Assistant Secretary
Vice-President

This certificate is extended to include.....

By Assistant Secretary
Vice-President

KANSAS CITY TITLE INSURANCE COMPANY

TITLE BUILDING—112 EAST 10TH STREET—KANSAS CITY, MISSOURI

Tax Certificate

Order No.280520.....

The KANSAS CITY TITLE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Missouri, hereby certifies that the records in the office of the City Treasurer of Kansas City, Missouri, and in the office of the County Collector of Jackson County, Missouri, in relation to the real estate described in Abstract Certificate, Order No.280520....., show the status of the taxes to be as follows:

CITY AND PARK MAINTENANCE TAXES: 1958 and prior years paid;

STATE, COUNTY AND SCHOOL TAXES: 1958 and prior years paid;

PARK TAXES: None.

SPECIAL TAXES: None.

NOTE:

For proration purposes 19...58 taxes were as follows:

City and Park Maintenance: \$.....104.95.....

State, County and School: \$.....195.79.....

SPECIAL NOTE:

All amounts shown in this certificate are exclusive of possible discounts and penalties.

This certificate is dated to include.....April 16, 1959.....

IN WITNESS WHEREOF, said Company has caused its seal to be hereto affixed in facsimile to become effective as its original seal as of the date this certificate is signed by its duly authorized officers.



^{8X}
KANSAS CITY TITLE INSURANCE COMPANY

By.....

~~Vice-President~~

Assistant Secretary

This certificate is extended to include.....

By.....

Vice-President

Assistant Secretary