

C-3678

# 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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## Kansas City Title Insurance Company

The Largest Title Company In The Southwest

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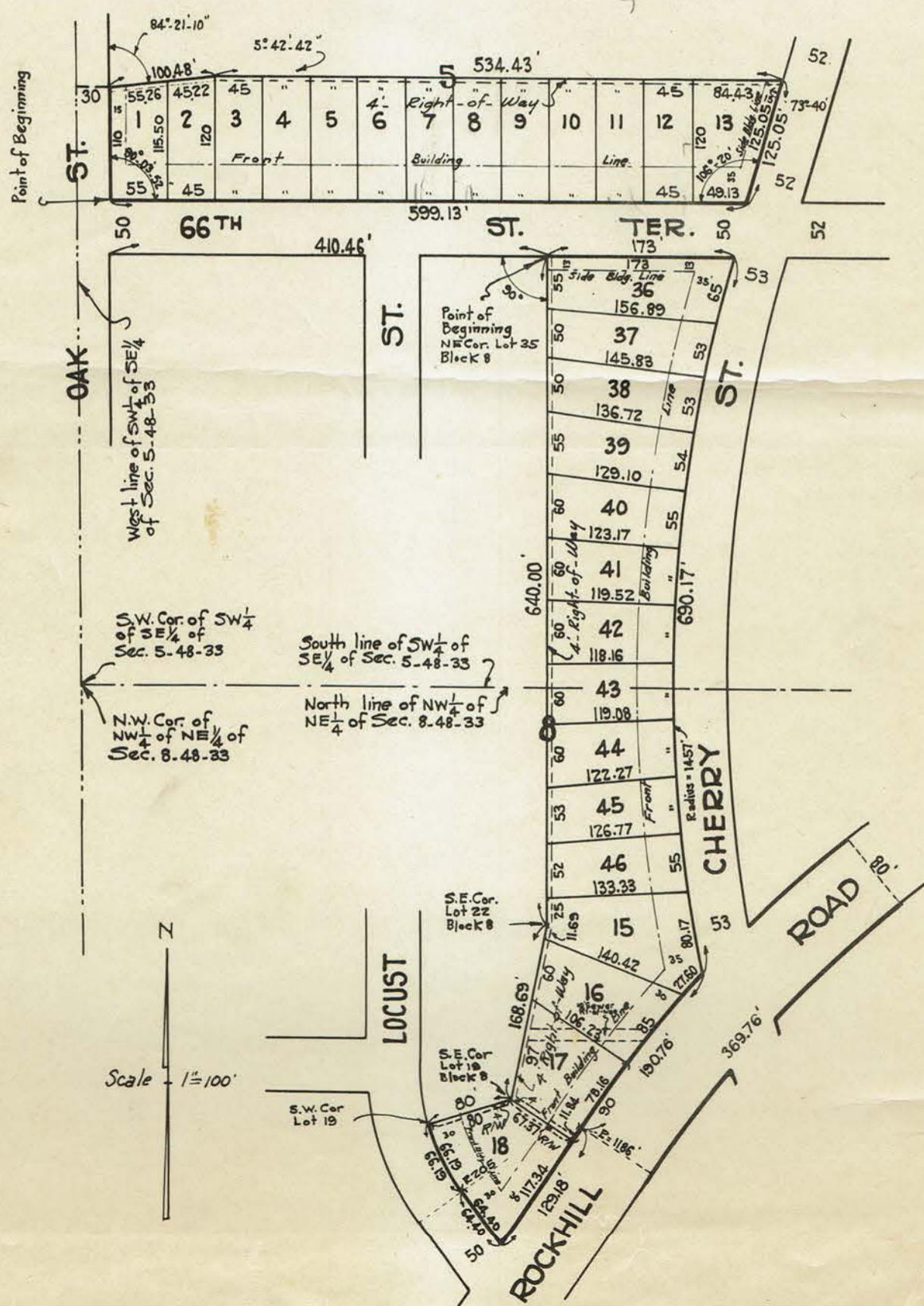
112 East Tenth Street

Harrison 5040

Kansas City, Missouri

# KANSAS CITY TITLE AND TRUST COMPANY

## Armour Hills Gardens



United States of America  
To  
David Waldo

P A T E N T  
Dated April 5, 1853  
Filed April 29, 1907  
Book B 1064, Page 478  
No. 612664

Whereas, David Waldo 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 David Waldo according to the provisions of the Act of Congress of the 24<sup>th</sup> of April, 1820, entitled "An Act making further provision for the sale of the Public Lands" for the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 48, Range 33 in the District of Lands subject to sale at Clinton formerly Lexington, Mo., 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 David Waldo.

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 David Waldo and to his heirs, the said tract above described.

To Have and To Hold the same unto the said David Waldo and to his heirs and assigns forever.

In Testimony Whereof I, Franklin Pierce, 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 5<sup>th</sup> day of April 1853 and of the Independence of the United States the 77<sup>th</sup> (L.S.)

By the President, Franklin Pierce  
By, Sidney Webster, Secy.  
E. S. Terry, Recorder of the  
General Land Office

I hereby certify that the annexed copy of Patent is a true and literal exemplification from the record in this office.

In Testimony Whereof I have hereunto subscribed my name and caused the seal of this office to be affixed at the City of Washington.

(L.S.)

Fred Dennett, Acting Recorder of  
the General Land Office.

David Waldo and  
Eliza Jane Waldo his wife  
To  
William McCoy, John Kelly,  
James K. Sheley, William Peacock  
and John Bryant.

M O R T G A G E  
Dated June 10, 1861  
Filed June 12, 1861  
Book 37, Page 481  
Consideration \$1.00

CONVEYS:

Northeast 1/4 and Northwest 1/4 of Northeast 1/4 of  
Section 8, Township 48, Range 33, containing 80 acres, and other  
property.

One Wm. McCoy, John Kelly, James K. Sheley, William Peacock  
and John Bryant have become security for the said David Waldo as  
cashier of the Branch Bank of Independence of the Southern Bank of  
St. Louis, Mo., and for other purposes.

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

This Deed of Mortgage is satisfied in full.

Given under our hands and seals 19" June 1865.

William McCoy	(Seal)
Wm. Peacock	(Seal)
Jno. Bryant	(Seal)

This Deed of Mortgage is satisfied in full.

Given under our hands and seals 10" June 1873.

James K. Sheley	(Seal)
Jno. Bryant	(Seal)
William McCoy	(Seal)
William Peacock	(Seal)
Polly Ann Kelly	----

Attest: C. D. Lucas, Recorder.

By: Jas. A. Lucas, D. R.

Estate of John Kelly, Deceased

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

Record H, Page 221  
In Vacation  
Oct. 21, 1861.

The Court approves the act of the Clerk of this  
Court in granting letters of Administration to George W. Buchanan upon  
the Estate of John Kelly, deceased and thereupon said Administrator,  
entered into bond.

Record H, Page 226  
May Term (1" day) 1862.

The Court approves the act of the Clerk of this  
Court in granting letters of Administration to George W. Buchanan  
Administrator of the Estate of John Kelly deceased and approves said  
Administrator's Bond.

James K. Sheley and  
George W. Buchanan, Administrator  
of the Estate of John Kelly, deceased.  
To  
David Waldo

DEED OF RELEASE  
Dated May 19, 1865  
Filed June 21, 1865  
Book 43, Page 275

Recites, that David Waldo and Eliza Jane Waldo his wife of Jackson County, Missouri, on 10<sup>th</sup> June 1861 executed to William McCoy and others a mortgage on 54 tracts of land in Jackson County, which deed is recorded in Book 37 Page 481 the purpose of said mortgage being to secure above parties as security for said Waldo.

And Whereas, their being no danger on this account and the said William McCoy, William Peacock and John Bryant having acknowledged satisfaction of record therefore we James K. Sheley and George W. Buchanan, Administrator of the Estate of John Kelly deceased hereby acknowledge full and complete satisfaction of said mortgage and released all claim upon the Real Estate therein specified by reason thereof.

Witness hands and seals.

James K. Sheley (Seal)  
George W. Buchanan (Seal)  
Administrator of the Estate  
of John Kelly, deceased.

State of Missouri )  
County of Calloway )ss.

On this day appeared before the undersigned Clerk of the Circuit Court of said County, James K. Sheley personally known to me to be the person whose name is subscribed to instrument of writing as having executed the same and acknowledged the same to be his act and deed for the purposes therein mentioned.

Witness hand and seal of said Court 19<sup>th</sup> May 1865.  
(Seal) Thomas B. Nesbit, Clerk  
By D. D. Ford, D. C.

State of Missouri )  
County of St. Louis )ss.

That George W. Buchanan personally known to the undersigned Notary Public, for said County to be the person whose name is subscribed to the within Release appeared before me and acknowledged that he executed and delivered the same as his voluntary act and deed for the uses and purposes therein contained.

Witness hand and official seal June 6, 1865.  
(Seal) Gustavus A. Hospes, Notary Public,  
St. Louis County, Mo.

David Waldo  
To  
Branch of Southern Bank  
of St. Louis, at Independence.

M O R T G A G E  
Dated Nov. 10, 1863  
Filed Nov. 11, 1863  
Book 40, Page 95 printed  
Page 125 written.  
Consideration \$1.00.

CONVEYS:

Northeast 1/4 and Northwest 1/4 of Northeast 1/4 of Section 8, Township 48, Range 33, containing 80 acres and other property.

Mortgaged upon this express condition whereas the said Waldo on the 10<sup>th</sup> Nov. 1863 did execute and deliver unto the said Branch Bank his certain promissory note for the sum of \$8748.00 due in 12 months with 8% interest after maturity.

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

This Deed of Mortgage is satisfied in full as per release recorded in Book 42, Page 118 on Apl. 18<sup>th</sup>, 1865.

Attest: S. D. Lucas, Clerk

Southern Bank of St. Louis  
To  
David Waldo

DEED OF RELEASE  
Dated April 20, 1865  
Filed April 27, 1865  
Book 42, Page 118

Recites that David Waldo has fully satisfied and paid the note of \$8748.00 specified and secured in his Mortgage Deed to the Branch of the Southern Bank of St. Louis at Independence, Missouri, dated 10<sup>th</sup> Nov. 1863 and recorded in Jackson County in Book 40, Page 95

Now therefore, said Southern Bank of St. Louis hereby acknowledges full and complete satisfaction of said Mortgage and releases all claim upon the real estate and property therein specified by reason thereof.

In Witness Whereof said Southern Bank of St. Louis by its President pro tem John R. Leonberger hereto sets his hand and the seal of said Bank by order of its Board of Directors this April 20, 1865.

John R. Leonberger (Seal)  
President pro tem

Attest: J. H. Britton, Cashier.

State of Missouri )  
County of St. Louis )ss.

Be it remembered that on April 20, 1865 before me the undersigned a Notary Public within and for the County and State aforesaid came John R. Leonberger, President pro tem who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and he acknowledged the same to be his act and deed for the purposes therein mentioned.

Witness hand and notarial seal.

Joseph L. Papin, Notary Public,  
St. Louis County, Mo.

David Waldo and  
Eliza J. Waldo his wife  
To  
John W. Reid

M O R T G A G E  
Dated Nov. 18, 1863  
Filed Nov. 20, 1863  
Book 40, Page 121 printed  
Page 151 written.  
Cons. \$100.00.

CONVEYS:

Northeast 1/4 and Northwest 1/4 of Northeast 1/4 of Section 8, Township 48, Range 33 containing 80 acres and other property.

To secure the payment of \$3384.00 balance due on 3 notes made by David Waldo and others dated 31<sup>st</sup> Jany. 1861 such balance to be paid within 6 months from date of this Mortgage.

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

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

Given under my hand and seal this 5<sup>th</sup> March 1873.

John W. Reid (Seal)

Attest: Chas. D. Lucas, Recorder.

David Waldo  
To  
Joseph Davis

DEED OF ASSIGNMENT  
Dated March 13, 1866  
Filed May 19, 1866  
Book 49, Page 115  
Consideration \$1.00

In consideration of one dollar and the further consideration hereinafter mentioned, Give, Grant, Bargain and Sell unto said Davis all of the real estate and land mentioned and described in the schedule and list hereto annexed, in Jackson and Cass Counties, Mo., which schedule and list is marked C and is by me signed with my own proper signature.

(There is no such schedule recorded with this instrument)

To Have and To Hold with power to sell at public or private sale and pay the just debts of said Waldo and provide for his wife and children.

David Waldo  
To  
Jaculine A. Lobb

M O R T G A G E  
Dated Oct. 15, 1872  
Filed Oct. 15, 1872  
Book 97, Page 558  
Consideration \$10.00

CONVEYS:

Northeast 1/4 and Northwest 1/4 of Northeast 1/4 of Section 8, Township 48, Range 33, containing 80 acres and other property.

On the above lands one Rowland Flourney and others have a lease until March 1877 they paying the taxes on said lands during their term of lease.

In Trust to secure promissory note to Jane Parker dated 8" June 1868 for \$500.00 due in 12 months interest 10% per annum from date with Jaculine A. Lobb as security.

Note \$600.00 dated 28" Oct. 1869 to Enoch Smith due in 6 months with Jaculine A. Lobb as security.

Note \$300.00 dated 20" Apl. 1872 to Enoch Smith due in 12 months interest from date at 10% per annum with Jaculine A. Lobb as security.

DAVID WALDO

A F F I D A V I T  
Dated Feb. 3, 1894  
Filed Feb. 3, 1894  
Book B 552, Page 401  
No. 221875

State of Missouri )  
County of Jackson )ss.

David Waldo of lawful age being duly sworn according to law, deposes and says. That the notes mentioned in a certain Deed of Trust dated 15" Oct. 1872 and recorded in Book 97, Page 558 in Recorder's Office for Jackson County, Mo., have long since been paid. That said notes were paid before the demise of said Mortgagor, that said notes were never presented as claims against the estate of David Waldo. That the said Mortgagee, Jacqueline A. Lobb has long since departed this life, that the estate of said Jacqueline A. Lobb has been finely settled and the Administrator of said Lobb's Estate has been finally discharged. That the estate of said David Waldo was practically settled during the administration of Waldo P.

Johnson all debts were paid and that the said Waldo P. Johnson caused due notices to be published about allowing claims. That there still remains over 700 acres of land in Jackson County, Mo., that has not been partitioned among the heirs of David Waldo that said estate has remained open so that this land could be looked after taxes paid &c.,

David Waldo (Seal)

Subscribed and sworn to before me this 3<sup>rd</sup> day of Feby. 1894.  
(L.S.) Elmore S. Truitt,

Notary Public.

JOHN L. LOBB

A F F I D A V I T  
Dated Feb. 10, 1894  
Filed Feb. 17, 1894  
Book B 551, Page 551  
No. 222461

State of Missouri )  
County of Jackson )ss.

John L. Lobb of lawful age being first duly sworn according to law deposeth and says: That he is the son of Jacqueline A. Lobb who is Mortgagee in a certain Deed of Trust dated 15<sup>th</sup> Oct. 1872 and recorded in Book 97, Page 558 in Recorder's Office of Jackson County, Mo. That his father the said Jacqueline A. Lobb departed this life in 1885.

That he was Administrator of his father the said Jacqueline A. Lobb Estate. That the said estate has been finally settled; that he as Administrator has been finally discharged. That he never found nor inventoried the notes mentioned in said Deed of Trust. That said Lobb's estate had no claim against the estate of David Waldo, Mortgagor in said Deed of Trust. That he is satisfied that the said notes mentioned in said Deed of Trust have long since been paid and that said Deed of Trust ought to be satisfied on the records.

John L. Lobb

Subscribed and sworn to before me this 10<sup>th</sup> day of Feby. 1894  
(L.S.) Elmer S. Truitt, Notary Public,  
in and for said County.

David Waldo, Administration

In the Probate Court of  
Jackson County, Missouri,  
at Independence.  
No. 799

In Vacation  
May 30, 1878  
Record R, Page 353.

Now at this day comes Waldo P. Johnson and files herein the relinquishment of Eliza J. Waldo, widow of David Waldo, deceased, of her right to administer upon said estate and request that said Waldo P. Johnson be appointed administrator of said estate.

Thereupon the said Waldo P. Johnson makes application to the Clerk of the Court for letters of administration upon the estate of said David Waldo, deceased, and the same were granted and issued to the said Waldo P. Johnson and said Waldo P. Johnson and said Administrator filed herein his bond in the sum of \$25,000.00 with David Waldo Jr., Eliza J. Waldo, Minnie Waldo, Lula L. Waldo, Ollie W. Hinkle, Wm. C. Hinkle and William McCoy as securities.

Records of Bonds B Page 179.

Affidavit filed with bond names heirs as follows:-  
William Waldo (Colorado) Ollie Hinkle (formerly Ollie Waldo)  
David Waldo Jr., Minnie Waldo, Lula Waldo and E. J. Waldo, widow of  
deceased, all of Independence, Missouri, and that deceased died  
without a will.

August Term 1878  
August 17, 1878  
Record R, Page 460

The court approved the Act of the Clerk of this Court in  
vacation in granting letters of administration to Waldo P. Johnson  
upon the state of David Waldo, deceased, and approves the bond of said  
administrator for the sum of \$25,000.00 filed herein.

Inventories D, Page 529  
July 17, 1878.

Inventory filed showing real estate as follows in Jackson  
County, Missouri:- (Among other property.)  
The North 1/2 of the Northeast 1/4 of Section 8, Township  
48, Range 33, 80 acres Patent from United States, 5th of April 1853.  
The West 1/2 of Section 8, Township 48, Range 33, 320 acres.

July 17, 1878, Proof of Publication of Notice of Grant of Letters  
filed.

Notice is hereby given that Letters of Administration have  
been granted to the undersigned by the Clerk of the Probate Court of  
Jackson County, Missouri, at Independence, upon the Estate of David  
Waldo, deceased, bearing date the 30th day of May 1878. All persons  
having claims against said estate are hereby notified to present them  
for allowance within one year from the above date, and if they are not  
presented within two years, they will be forever barred.

Waldo P. Johnson, Administrator.

State of Missouri )  
County of Jackson )ss.

Affidavit of Publication.

E. G. Walker, of lawful age, being duly sworn, says that he  
is one of the publishers of the Sentinel, a newspaper published every  
Saturday in Jackson County, Missouri, and that the Notice of Administ-  
ration of the estate of David Waldo, deceased, a true copy of which  
is hereto attached, was duly inserted and published in four numbers  
of said newspaper, viz: Vol. 13, Nos. 1, 2, 3 and 4 and on the 8th,  
15, 22 and 29 days of June, 1878.

E. G. Walker

Sworn to and subscribed before me July 17, 1878.

Jno. T. Wilson, Clerk

By H. H. Noland, D. C.

May 16, 1883. Proof of Publication of Notice of Final Settlement  
filed.

All creditors and others interested in the estate of David  
Waldo, deceased, are hereby notified that the undersigned Administ-  
rator of said estate intends to make Final Settlement thereof at the  
next term of the probate court of Jackson County, Missouri, to be  
holden at the City of Independence in said County on the 2nd Monday in  
May 1883.

Waldo P. Johnson, Administrator of  
Estate of David Waldo, deceased.

State of Missouri )  
County of Jackson )ss.

Affidavit of Publication

I, William M. Cash, one of the publishers of the Independ-  
ence Progress, a newspaper published weekly in the City of Independ-  
ence, Jackson County, Missouri, do affirm on oath, that the attached

notice has been printed and published in said newspaper for 5 weeks consecutively as follows:-

1st insertion	14th day of April, 1885,	No. 28.
2nd	" 21st " " " " "	29.
3rd	" 28th " " " " "	30.
4th	" 5th " " May " "	31.
5th	" 12th " " " " "	32.

Wm. M. Cash

Subscribed and sworn to before me May 16, 1883.

(L.S.)

John W. Clements, Notary Public.

Said Administrator filed on May 16, 1883, an account of his Administration endorsed "Final Settlement" of Waldo P. Johnson, Administrator of estate of David Waldo, deceased, which is of record in Book R, Page 396, the 4th day of August Term, 1883, and at the commencement thereof is the following:-

Now comes Waldo P. Johnson, Administrator of the estate of David Waldo, deceased, and the settlement heretofore at the May Term, 1883, filed as and for the final settlement of said estate is by the Court examined, and it appearing that reasons exist why a final settlement of said estate cannot be made at this time, it is therefore ordered by the Court that said settlement so filed as aforesaid be approved as the 4th annual settlement of said estate.

All the claims allowed against said estate have been paid and the 3rd annual settlement showed balance in the hands of administrator of \$2444.37, and said administrator paid a large sum of money to the heirs as "their distributive share" of the estate.

In Vacation

October 14, 1885

Record V, Page 75.

David Waldo shows to the satisfaction of the Judge that Waldo P. Johnson is now deceased and asks to be appointed Administrator de bonis non. Ordered that Letters of Administration be issued to David Waldo.

Bond filed in the sum of \$1000.00, with William T. Johnson and Joseph D. Bagby as securities, which said bond is by the Judge approved.

We find no final settlement of the above estate.

WILLIAM MCCOY

A F F I D A V I T

Filed Nov. 26, 1895

Book B 597, Page 575

No. 252690

State of Missouri )  
County of Jackson )ss.

William McCoy of lawful age being by me first duly sworn on his oath says that he was well acquainted with David Waldo in his lifetime. That at the time Waldo P. Johnson, Administrator of the estate of said David Waldo deceased filed his final settlement of said estate affiant filed in the Probate Court of said County, exceptions to said settlement which are as follows:

To the Probate Court of Jackson County, Mo., May Term 1883 In the Matter of the Final Settlement of Estate of David Waldo, deceased, William McCoy states that there are unadjusted accounts between himself and David Waldo, deceased which cannot be settled until certain suits now pending in the Courts of the State of Kansas are terminated said David Waldo deceased and myself are jointly interested in the result of said suits and being so interested, I protest against a

final settlement of said estate until those matters are fully and finally determined.

May 15, 1883.

Respectfully,

William McCoy

That said matters set out in said exceptions were subsequently adjusted and settled.

William McCoy

Subscribed and sworn to before me this 16" day of Nov. 1895.  
Term expires 26" May 1897.

(L.S.)

Porter H. Hovey, Notary Public.

H. P. HERSPERGER

A F F I D A V I T  
Filed Nov. 26, 1895  
Book B 597, Page 575  
No. 252689

State of Missouri )  
County of Jackson )ss.

In the matter of the Estate of David Waldo,  
deceased.

I, H. P. Hersperger, Clerk of the Probate Court of Jackson County, Mo., at Independence do hereby certify that Letters of Administration on the estate of David Waldo, deceased were granted to Waldo P. Johnson on the 30" day of May 1878. That all of the debts of said estate so far as the same were presented and allowed were duly paid by said Administrators as appears from his settlements of said estate now on file in this office.

Witness my hand and the seal of said Court at office in Independence this 18" day of Nov. 1895.

(L.S.)

H. P. Hersperger, Clerk

OLIVE HINKLE

A F F I D A V I T  
Filed April 8, 1926  
Book B 2666, Page 211  
No. A-279094

State of Missouri )  
County of Jackson )ss.

Olive Hinkle of lawful age, first being duly sworn, upon her oath states that she is a daughter of David Waldo, deceased, and is the same person called "Ollie Hinkle, formerly Ollie Waldo", in the affidavit of the administrator of the estate of said David Waldo, deceased.

Affiant further states that she is the same person as Olive Hinkle, one of the grantors in a Quit Claim Deed recorded in the office of the Recorder of Deeds within and for Jackson County, Missouri, at Kansas City, in Book B 64, Page 104, conveying the North half (1/2) of the Northwest Quarter (1/4) of Section Seventeen (17), Township Forty-nine (49), Range thirty-two (32) in Jackson County, Missouri, and other property, and that she signed said deed Olive W. Hinkle.

Affiant further states that her mother, called E. J. Waldo in the affidavit of said administrator, and the wife of said David Waldo, deceased, is now dead, having died about twenty-five years ago.

Olive Hinkle

Subscribed and sworn to before me this 21st day of November A.D. 1907. My commission expires September 17th, 1910.

(L.S.)

Roy B. Thomson, Notary Public,  
within and for Jackson County, Missouri.

Joseph Davis and  
Rebecca Davis his wife  
To  
The Heirs of David Waldo  
deceased late of Jackson  
County, Missouri.

RELEASE  
Dated April 16, 1884  
Filed May 16, 1884  
Book 124, Page 466  
Consideration \$1.00

Remise, Release and forever Quit Claim unto the said parties of the second part the following described land situate in the Counties of Jackson and Cass and State of Missouri, to-wit:

All of the lands, tenements and hereditaments of whatsoever nature mentioned, described or conveyed in and by a certain Deed of "Trust" from said David Waldo to said Joseph Davis recorded in Book 49 at Page 115 of the Deed Records of Jackson County, Missouri in the office of the Recorder of Deeds of said County at the City of Independence. The object and purpose of this Deed being to release to said heirs of said David Waldo deceased or their grantees any and all interest which said Davis may have acquired by virtue of said Deed of "Trust".

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

Witness Hands and Seal.

Joseph Davis (Seal)  
Rebecca Davis (Seal)

State of Missouri )  
County of Cedar )ss

On this 29<sup>th</sup> day of April 1884 before me personally appeared Joseph Davis and Rebecca Davis 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 and my notarial commission expires Sept. 20<sup>th</sup>, 1885.

Attest hand and official seal.

(L.S.)

H. A. Smith, Notary Public,  
Cedar County, Missouri

Joseph Davis and  
Rebecca Davis his wife  
To  
The heirs of David Waldo,  
deceased and those holding  
under said Waldo and said  
heirs.

QUIT CLAIM DEED  
Dated Oct. 6, 1896  
Filed Oct. 21, 1896  
Book B 602, Page 613  
No. 269277  
Consideration \$1.00

Remise, Release and Forever Quit Claim unto the said parties of the second part the following land situated in the Counties of Jackson and Cass and State of Missouri, to-wit:

And embraced and described in the schedules referred to in a certain deed of assignment executed by David Waldo to the above named Joseph Davis dated 13<sup>th</sup> March 1866 and of record in the office of the Recorder of Deeds in Jackson County, Missouri, in Book 49, Page 115.

This instrument is made to remove all cloud from the title to the lands of said Waldo not sold by said Davis under said deed by reason of said Deed of Assignment and vest the complete title to said lands in the heirs of said David Waldo who is now deceased and the purchasers from said Waldo and his heirs where said lands have been sold after the recording of said Deed of Assignment.

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

Witness hands and seals.

Joseph Davis (Seal)  
Rebecca Davis (Seal)

State of Missouri )  
County of Vernon )ss.

On this 16 day of Oct. 1896 before me Benj. F. Perdee a Notary Public in and for said County personally appeared Joseph Davis and Rebecca Davis 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.

Term expires Dec. 1, 1898.

(L.S.)

Benj. F. Perdee, Notary Public,  
Vernon Co. Mo.

Olive Hinkle and  
William C. Hinkle, her husband  
To  
William H. Wallace, Trustee for  
J. H. Slover and John S. Mott

DEED OF TRUST  
Dated June 17, 1879  
Filed June 17, 1879  
Book 114, Page 339  
Consideration \$1.00

CONVEYS:

All of the right, title and interest of the said Olive Hinkle as heir of David Waldo, Sr., deceased in and to the real estate and personal property of said David Waldo, Sr., deceased whether being or situated in Jackson County, Missouri or elsewhere.

In Trust to secure two certain Bonds in the sum of \$1000.00 each to-wit: \$500.00 for the principal and \$500.00 for the securities conditioned for the personal appearance of said William C. Hinkle before the Judge of the Criminal Court of Jackson County, Mo., at its next term at Kansas City, to-wit on 24<sup>th</sup> Nov. 1879.

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

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

Given under our hands and seals 15<sup>th</sup> Jany. 1881.

John S. Mott (Seal)  
J. H. Slover (Seal)

Attest: C. D. Lucas, Recorder.

By: D. W. Wallace, Deputy.

William C. Hinkle and  
Ollie Hinkle his wife  
To  
A. Comingo, Trustee for  
J. H. Slover and  
J. May and Son .

DEED OF TRUST  
Dated Nov, 26, 1879  
Filed Nov. 29, 1879  
Book 114, Page 401  
Consideration \$1.00

CONVEYS:

All of our right, title and interest in and to the estate of David Waldo deceased late of Jackson County, whether real or personal in the State of Missouri or elsewhere.

In Trust to secure note of even date to J. May and Son for \$431.32 due one year after date with 10% interest; also note to J. H. Slover for \$71.25 due 12 months after date with 10% interest.

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

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

Given under my hand and seal Jany. 15, 1881.

J. May and Son  
By John S. Mott (Seal)  
J. H. Slover (Seal)

Attest: C. D. Lucas, Recorder.

By: D. W. Wallace, Deputy.

JOHN S. MOTT

A F F I D A V I T  
Filed August 28, 1905  
Book B 973, Page 471  
No. 539113

State of Missouri )  
County of Jackson )ss.

John S. Mott of lawful age being first duly sworn upon his oath states that he is the son-in-law of J. May who was on Jan. 15th, 1881 a member of the firm of J. May and Son; that affiant was on said date also a member of said firm that the same was a partnership, that on said date affiant released the following described Deed of Trust on the margin of the record wherein the same is recorded by signing the name of J. May & Son by John S. Mott. Said Deed of Trust being dated on the 26th day of Nov. 1879 filed in the office of the Recorder of Deeds for Jackson County, Missouri, on the 29th day of Nov. 1879, recorded in Book B 114, Page 401, in said office at Kansas City, and executed by David Waldo in favor of J. H. Slover and J. May & Son. Affiant states that in releasing said Deed of Trust as aforesaid he acted as partner in the firm of J. May and Son, and as such had full power and authority to make such release.

John S. Mott.

State of Missouri )  
County of Jackson )ss.

Subscribed and sworn to before me a Notary Public in and for said County and State, this 22nd day of July 1905.  
Commission expires June 16th, 1908.

(L.S.)

Wm. F. Wilkinson, Notary Public,  
Jackson County, Missouri.

J.H. SLOVER

A F F I D A V I T  
Filed June 23rd, 1906  
Book B 1004, Page 597  
No. 576623

State of Missouri)  
:ss  
County of Jackson)

J.H. Slover of lawful age being duly sworn on his oath says that he is one of the grantees in a certain Deed of Trust recorded in Book 114, Page 401, in the office of the Recorder of Deeds at Independence, Jackson County, Missouri, and executed on the 26th day of November 1879, by William C. Hinkle and Ollie Hinkle his wife, in favor of J. May & Son, and J.H. Slover to secure the payment of one certain promissory note dated November 26th, 1879, for \$481.32 with interest at 10% in favor of J. May & Son and one certain promissory note in favor of J.H. Slover for \$71.25 due 12 months after date thereof, with interest at 10% made by same parties on the same date as the aforesaid note and that said note to J.H. Slover together with interest thereon has been paid and satisfied in full.

J.H. Slover  
Subscribed and sworn to before me June 2nd, 1906.  
(LS.)

H.G. Hentley, Clerk of the  
Circuit Court of Jackson County,  
Missouri.  
By: H.H. Nolan, Deputy

William C. Hinkle and  
Ollie Hinkle, his wife  
To

A. Comingo, Trustee for  
J.H. Slover and  
Jno. S. Mott

DEED OF TRUST  
Dated November 26, 1879  
Filed November 29, 1879  
Book 119, Page 269  
Consideration \$1.00

CONVEYS:

All our undivided right, title and interest in and to the estate of David Waldo deceased late of Jackson County, whether in possession or expectancy including all real estate in Jackson County or any other County in Missouri or elsewhere.

In Trust to secure J.H. Slover and Jno. S. Mott as security on two certain Bonds of \$500.00 each to State of Missouri bearing date \_\_\_Nov. 1879 conditioned that said William C. Hinkle shall make his personal appearance before the Judge of Criminal Court of Jackson County, Mo., on 1<sup>st</sup> Monday of next term thereof.

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

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

Given under our hands and seals 15<sup>th</sup> Jan'y. 1881

John S. Mott (Seal)  
J.H. Slover (Seal)

Attest: C.D. Lucas, Recorder  
By: D.W. Wallace, Deputy

Last Will and Testament  
of  
Eliza J. Waldo, deceased

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

W I L L  
Filed December 9, 1880.  
Book N, of Wills, Page 513

In the name of God, Amen. I, Eliza J. Waldo of Jackson County, Missouri, knowing the uncertainty of life and certainty of death and being of sound mind and memory do make, publish and declare this my last Will and Testament.

First:- I give and bequeath my soul to God and my body to the earth.

Second:- I give and bequeath to my daughter Lula.

Third:- I give and bequeath to my daughter Minnie.

Fourth:- I give and bequeath to my daughter Olive Hinkle.

Fifth:- I give and bequeath to my son William Waldo.

Sixth:- I give and bequeath to my son David Waldo.

Seventh:- I give and bequeath to David Waldo as Trustee for May, Lula and Irene Hinkle, my grandchildren.

Eighth:- I give and bequeath to my grand-child May Hinkle.

Ninth:- I give and bequeath to my daughters Minnie and Lula.

2,3,4,5,6,7,8 and 9 all bequests of personal property.

Tenth:- I direct the balance of my personal property of whatever kind be sold and the proceeds thereof equally divided among my daughters Olive Hinkle, Minnie and Lula Waldo.

Eleventh:- Whatever interest I may have in any real estate at the time of my death is to be equally divided amongst my five children and I hereby devise it to them, but this has no reference to any Deeds of Trust to secure the payment of notes due me or any one as Trustee for me.

Twelfth:- I appoint my daughters Minnie and Lula Waldo as the Executrices of this my last Will and Testament.

In Testimony Whereof I have hereunto set my Hand and Seal on this the 17th day of March 1880.

Eliza J. Waldo (Seal)

At the request of and in the presence of Eliza J. Waldo the undersigned have signed their names as witnesses to the foregoing Will in the presence of each other this 17th day of March 1880.

Andrew J. Mapes

Wm. T. Johnson

State of Missouri)

: ss

County of Jackson)

#### PROOF OF WILL

In Vacation of the Probate Court.

Be It Remembered that on the 9th day of December 1880, personally appeared before the undersigned John T. Wilson, Clerk of the Criminal Court and Ex-Officio Clerk of the Probate Court of the County and State aforesaid Andrew J. Mapes and Wm. T. Johnson, the subscribing witnesses to the annexed Will of Eliza J. Waldo and being by me first duly sworn depose and say that the said Eliza J. Waldo the Testatrix subscribed the same in their presence and published the said Will or instrument of writing as her last Will that she, the said Testatrix was at the time of publishing her said Will of sound mind and more than 21 years of age, and that they the said deponents attested the said Will as witnesses thereto by subscribing their names to the same in the presence of said Testator.

Andrew J. Mapes

Wm. T. Johnson

Sworn to and subscribed before me the day and year first above written.

Witness Hand and Seal of said Court at office in the City of Independence this 9th day of December 1880,  
(Seal) Jno. T. Wilson, Clerk  
By: H. H. Noland, D. C.

State of Missouri )  
County of Jackson )ss.

I, Jno. T. Wilson, Clerk of the Criminal Court and Ex Officio Clerk of the Probate Court of the County and State aforesaid having examined the foregoing instrument of writing signed by Eliza J. Waldo and purporting to be the last Will and Testament of Eliza J. Waldo deceased and having heard the testimony of Andrew J. Mapes and Wm. T. Johnson subscribing witnesses thereto in relation to the execution of the same do declare and adjudge said instrument of writing to be the last Will and Testament of Eliza J. Waldo deceased late of Jackson County and order the same recorded.

In Witness Whereof I have hereunto set my hand and affixed the seal of said Court at office of Independence this 9th day of Dec. 1880.

(Seal) John T. Wilson, Clerk  
By H. H. Noland, D. C.

December 9th, 1880  
Record T, Page 207

Will admitted to Probate and Minnie Waldo and Lula Waldo appointed Executrices of said Will in Bond in sum of \$5000.00. Bond filed and approved.

January 14th, 1881. Inventory filed. No Real Estate.

March 10th, 1884. Final Settlement filed and approved.

William C. Hinkle  
and  
Olive Waldo

M A R R I A G E  
Dated Dec. 14th, 1869  
Filed Jan. 15th, 1870  
Book 6, Page 149.

State of Missouri )  
County of Jackson )ss

This is to certify that on the 14th day of December 1869 in the State and County aforesaid William C. Hinkle and Olive Waldo were by me united in marriage according to the laws of the State of Missouri.

Alex Proctor.

Olive Hinkle (formerly Olive  
Waldo and William C. Hinkle,  
her husband  
To  
William Waldo, David Waldo and  
Lula Waldo

QUIT CLAIM DEED  
Dated April 29, 1882  
Filed May 2, 1882  
Book B 64, Page 104  
Cons. \$16,200.00 and  
an exchange of property

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

The North 1/2 of the Northeast 1/4 of Section 8, Township 48  
Range 33 and other property.  
(No Habendum Clause)  
Witness hands and seals.

Olive W. Hinkle (Seal)  
Wm. C. Hinkle (Seal)

State of Missouri )  
County of Jackson )ss.

Be it remembered that William C. Hinkle and  
Olive Hinkle his wife who are personally known to the undersigned a  
Notary Public within and for said County to be the persons whose names  
are subscribed to the foregoing 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 Olive Hinkle being by me made acquaint-  
ed with the contents of this deed acknowledged on an examination  
apart from her said husband that she executed the same freely and  
without compulsion or influence of her said husband.

Given under my hand and notarial seal this 29th day of  
April 1882.

My commission expires Feb. 12, 1883.  
(L.S.)

Wm. T. Johnson, Notary Public,  
Jackson County, Missouri.

Minnie W. Hill (formerly  
Minnie Waldo) and  
Eugene F. Hill, her husband  
To  
William Waldo, David Waldo  
and Lula Waldo

QUIT CLAIM DEED  
Dated April 29, 1882  
Filed May 2, 1882  
Book B 73, Page 153  
Cons. \$7880.00 and  
Exchange of property

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

The North 1/2 of the Northeast 1/4 of Section 8, Township  
48, Range 33 and other property.  
(No Habendum Clause).  
Witness hands and seals.

Minnie W. Hill (Seal)  
Eugene F. Hill (Seal)

State of Missouri )  
County of Jackson )ss.

Be it remembered that Eugene F. Hill and Minnie W. Hill his wife who are personally known to the undersigned a Notary Public within and for said County to be the persons whose names are subscribed to the foregoing 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 Minnie W. Hill being by me made acquainted with the contents of this deed acknowledged on an examination apart from her said husband that she executed the same freely and without compulsion or influence of her said husband and my commission expires Feb. 12, 1883.

Given under my hand and notarial seal this 29th day of April 1882.

(L.S.)

Wm. T. Johnson, Notary Public,  
Jackson County, Missouri.

David Waldo and  
Jessie B. Waldo his wife  
To  
James Bannon, Trustee for  
William H. Lucas, Guardian  
of Nettie and George Mock.

DEED OF TRUST  
Dated March 1, 1884  
Filed March 17, 1884  
Book B 94, Page 424  
Consideration \$1.00

CONVEYS:

North 1/2 of Northeast 1/4 of Section 8, Township 48, Range 33 and other property.

In Trust to secure promissory note for \$13,000.00 5 years after date with interest at 6% per annum.

William H. Lucas as Guardian  
of Nettie and George Mock  
To  
David Waldo

DEED OF RELEASE  
Dated Feb. 7, 1887  
Filed Feb. 7, 1887  
Book B 195, Page 612  
No. 33484  
Consideration \$1.00

Remise, Release and forever Quit Claim unto said second party the following land situate in Jackson County, Missouri, to-wit:  
The North 1/2 of Northeast 1/4 of Section 8, Township 48, Range 33, and other property.

This Deed is made in release and satisfaction of a Deed of Trust recorded in Book B 94, Page 424 which said Deed of Trust was made to secure a note for \$13,000.00 from the said Waldo to said Lucas as Guardian and dated 1<sup>st</sup> March 1884.

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

Witness hand and seal.

Wm. H. Lucas,

(Seal)

State of Missouri )  
County of Jackson )ss.

I hereby certify that on this 7<sup>th</sup> day of Feby. 1887 before me personally appeared William H. Lucas 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.

Attest hand and official seal.

My commission expires on the 12<sup>th</sup> day of Feby. 1887.  
(L.S.)

Wm. T. Johnson, Notary Public,  
Jackson County, Missouri.

WILLIAM H. LUCAS

A F F I D A V I T  
Filed May 8th, 1922  
Book B-2202, Page 482  
No. A-65400

State of Missouri )  
County of Jackson )ss

William H. Lucas, of lawful age, being duly sworn on his oath, states that he is the William H. Lucas who, as Guardian of Nettie Mock and George Mock, executed the deed of release dated February 7, 1887 and recorded in the office of the Recorder of Deeds within and for Jackson County, Missouri, at Kansas City in Book B-195 at Page 612, said deed of release having been executed to release and satisfy the deed of trust recorded in said Recorder's Office in Book B-94 at page 424. Affiant further states that the note secured by said deed of trust recorded in Book \_ 94 at page 424 was paid to affiant, as said Guardian of Nettie Mock and George Mock, and that after said Nettie Mock and George Mock became of age the proceeds of said note secured by said deed of trust were paid by affiant to said Nettie Mock and George Mock and affiant holds their receipts therefor.

Affiant further states that George Mock became of age in 1892 and that Nettie Mock became of age in 1889.

William H. Lucas

Subscribed and sworn to before me this 5th day of May 1922.  
My commission expires July 8, 1923.

(L.S.)

Harold M. Noble, Notary Public,  
within and for said County and State.

Lula Waldo  
To  
David Waldo

QUIT CLAIM DEED  
Dated March 13, 1884  
Filed March 17, 1884  
Book B 97, Page 394  
Cons. \$1.00 and an  
exchange of property

Remise, Release and forever Quit Claim unto said second party the following land situate in Jackson County, Missouri, to-wit: North 1/2 of Northeast 1/4 of Section 8, Township 48, Range 33 and other property.

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

Witness hand and seal.

Lula Waldo

(Seal)

State of Missouri )  
County of Jackson )ss.

On this 13th day of March 1884 before me personally appeared Lula Waldo 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 Lula Waldo further declared herself to be single and unmarried.

Attest hand and official seal.

Commission expires 13th Feby. 1887.

(L.S.)

Wm. T. Johnson, Notary Public,  
Jackson County, Mo.

William Waldo  
To  
David Waldo

QUIT CLAIM DEED  
Dated March 20, 1884  
Filed March 28, 1884  
Book B 97, Page 441  
Cons. \$1.00 and  
Exchange of property

Remise, Release and forever Quit Claim unto said second party the following land situate in Jackson County, Missouri, to-wit: The North 1/2 of the Northeast 1/4 of Section 8, Township 48, Range 33 and other property.

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

Witness hand and seal.

William Waldo (Seal)

Territory of New Mexico )  
County of Socorro )ss.

On this 20th day of March 1884 before me personally appeared William Waldo 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. And the said William Waldo further declared himself to be single and unmarried.

Attest hand and official seal,

My commission expires June 1887.

(L.S.)

T. N. McCave, Notary Public,  
Socorro Co. N.M.

WILLIAM C. HINKLE

A F F I D A V I T  
Filed June 15th, 1911  
Book B 1276, Page 117  
No. 821868

State of Missouri )  
                          (ss  
County of Jackson )

William C. Hinkle having been duly sworn says, that he is the husband of Olive Hinkle, the present owner of the East 1/2 of the Northwest fractional quarter of Section 5, Twp. 48, Range 33 in Jackson County, Missouri. That said Olive Hinkle, his wife, is the daughter of David Waldo who died prior to May 30th, 1878 leaving as his sole and only heirs at law, his five children, William Waldo, Olive Hinkle, David Waldo, Jr., Minnie Waldo and Lula Waldo and his widow E. J. Waldo. That said Minnie Waldo afterwards married Eugene F. Hill and is one and the same person as Minnie W. Hill. That the said David Waldo at the time of his death was the owner of all of the East 1/2 of the Northwest fractional quarter of Section 5, and the Southeast 1/4 of the Southeast 1/4 of Section 5 and the North 1/2 of the Northeast 1/4 of Sec. 8 and the Northwest 1/4 of Sec. 8, all in Twp. 48, Range 33, in Jackson County, Missouri.

That prior to April 29th, 1882, the heirs of said David Waldo agreed to divide up and partition the above described real estate and other property which they inherited from their father, David Waldo. That William Waldo being absent in Colorado at the time of the partition was represented by his brother David Waldo under a Power of Attorney of date March 8th, 1879 recorded in Book B 78, at page 166, in the office of the Recorder of Deeds of Jackson County, Missouri at Kansas City, it being understood and agreed between said William Waldo and David Waldo, that David should represent him in the division of said property. That in pursuance of said agreement to partition referred to above, the said William Waldo by David Waldo, his attorney in fact, and Minnie W. Hill, David Waldo and Lula Waldo did by a Quit Claim Deed of date April 29th, 1882, convey to Olive Hinkle, their undivided interest in the East 1/2 of Lots 1 and 2 of the Northwest 1/4 of Sec. 5, Twp. 48, Range 33 and other property in Jackson County, Missouri, which Quit Claim Deed is recorded in Book B 73, at page 151, in said Recorder of Deeds' office of Jackson County, Missouri, at Kansas City, and in consideration of said conveyance to the said Olive Hinkle, the said Olive Hinkle and this affiant, her husband, at the same time and as a part of the same transaction, conveyed by Quit Claim Deed of date April 29th, 1882 to William Waldo, David Waldo and Lula Waldo the undivided interest of Olive Hinkle in the Southeast 1/4 of the Southeast 1/4 of Section 5, and the North 1/2 of the Northeast 1/4 of Sec. 8 and the Northwest 1/4 of Sec. 8, all in Twp. 48, Range 33 and other property, in Jackson County, Missouri, which Quit Claim Deed is recorded in Book B 64 at page 104, in the Recorder of Deeds' office of Jackson County, Missouri, at Kansas City.

That at the time of said partition and subsequent thereto, the said William Waldo was single and unmarried.

That subsequent to said partition and the delivery of the deeds referred to above, said William Waldo returned to Kansas City, Missouri, and in all things ratified and confirmed the said partition made by David Waldo his attorney in fact, and accepted the consideration for the making of said deed to said Olive Hinkle and exercised control and ownership over the lands that were deeded by the said Olive Hinkle and husband to William Waldo and others in the making of said partition.

That subsequently the said William Waldo and David Waldo agreed on a division of certain of said lands, and William Waldo by deed of date March 20th, 1884 conveyed his undivided interest to

David Waldo in all of the Southeast 1/4 of the Southeast 1/4 of Sec. 5 and the North 1/2 of the Northeast 1/4 of Sec. 8 and the Northwest 1/4 of Sec. 8, all in Twp. 48, Range 33 in Jackson County, Missouri, which deed was recorded in Book B 97, at page 441 in the office of the Recorder of Deeds of said Jackson County, Missouri, which property was a part of the property that was included in the former partition among the heirs of David Waldo, their father.

This affiant further says that the said Olive W. Hinkle, his wife, has been in the open, continuous and adverse possession of said East 1/2 of the Northwest fractional quarter of said Sec. 5, Twp. 48, Range 33 in Jackson County, Missouri, since the delivery of said Quit Claim Deed above referred to from William Waldo and others to her, of date April 29th, 1882 to the present time, the same being under fence and parts thereof in cultivation, except the part occupied as a Right of Way by the Kansas City and Southeastern Railway Company and the East 400 feet of the East 1/2 of said Northwest 1/4 of Sec. 5, which was conveyed to Ida M. Winner and subsequently platted by the Waldo Land and Investment Company as "Waldo" which tract known as Waldo was subsequently foreclosed and is now owned by the said Olive W. Hinkle.

That during all the time that the said 400 feet referred to above was owned by said Ida M. Winner and her grantees, other than said Olive W. Hinkle, the fence along the East line of said East 1/2 of the Northwest fractional quarter of Sec. 5, remained unchanged from what it was prior to the platting of said Waldo, that is 30 feet West of and parallel to the center line of said Sec. 5 and formed the West boundary line of the public County Road North and South on the center line of said Sec. 5 from 63rd Street North; said County Road also having been known as High Oak Road. That the said platting was a paper platting merely and 60th, 61st, and 62nd Streets and Oakland Boulevard increasing the width of the County Road on the West of the center line of said Sec. 5, from 30 feet to 75 feet as laid out in said plat of Waldo, was never used as Streets or Boulevards nor in any way by the public. That neither this affiant nor said Olive W. Hinkle ever ratified in any way the platting of said Waldo, but said platting was vacated and made null and void by the foreclosure of the purchase money Deed of Trust, executed by the said Ida M. Winner to David Waldo Trustee for Olive W. Hinkle.

That this affiant and his wife Olive W. Hinkle, were the makers of two Deeds of Trust to Edwin E. Wilson, and one to Samuel M. Jarvis, Trustee for the Jarvis Conklin Trust Company, conveying said East 1/2 of the Northwest fractional quarter of said Sec. 5, Twp. 48, Range 33 and other property, dated July 1st, 1887, Jan. 2nd, 1888, and Jan. 1st, 1889, respectively and recorded in the office of the Recorder of Deeds for Jackson County, Missouri, at Kansas City in Book B 237, at page 233, Book B 305 at Page 73 and Book B 335 at page 152, respectively, and that all the notes secured by said Deeds of Trust were paid in full by this affiant and his wife to the Mutual Benefit Life Insurance Company, the holder and owner of said notes at the time of said payment; and at the time of the making of the releases by said Mutual Benefit Life Insurance Company, all of said notes were cancelled and delivered to this affiant and his wife.

Dated June 10th, 1911.

William C. Hinkle.

Subscribed and sworn to before me this June 10th, 1911.

Expiration Dec. 30th, 1914.

(L.S.)

John C. Meredith, Notary Public,  
Jackson County, Missouri.

Olive W. Hinkle having been duly sworn says she has read the above affidavit of William C. Hinkle of date June 10th, 1911 and the facts therein stated are true.

Olive W. Hinkle  
Subscribed and sworn to before me this June 10th, 1911.  
Expiration Dec. 30th, 1914.  
(L.S.)

John C. Meredith, Notary Public,  
in and for Jackson County, Missouri,

State of Missouri )  
County of Jackson ) ss

William C. Hinkle, having been duly sworn says, that he was well acquainted with the heirs of Lawrence L. Waldo who at one time was the owner of the East 1/2 of the Northwest fractional 1/4 of Section 5, Township 48, Range 33 in Jackson County, Missouri, and that the sole and only heirs of the said Lawrence L. Waldo at the time of his death were his children William O. Waldo, Henry L. Waldo and Ludlena Waldo and his widow Mary E. Waldo.

William C. Hinkle  
Subscribed and sworn to before me this June 10th, 1911.  
Expiration Dec. 30th, 1914.  
(L.S.)

John C. Meredith, Notary Public,  
Jackson County, Missouri.

W. T. JOHNSON

A F F I D A V I T  
Filed March 28th, 1921  
Book B 2172, Page 319  
No. A-7062

State of Missouri )  
County of Jackson ) ss

W. T. Johnson of lawful age being duly sworn upon his oath states, that he is well acquainted with Olive W. Hinkle and that the Olive Hinkle who made the quit claim deed and acknowledgment thereto dated April 29th, 1882 and recorded in Book B 64 at page 104 in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, quit claiming among other property the southwest quarter of the northeast quarter of Section 21, Township 48, Range 33 in Jackson County, Missouri, is one and the same person as Olive W. Hinkle whose full name is Olive Waldo Hinkle who is a daughter of David Waldo and Eliza Waldo both deceased.

William T. Johnson  
Subscribed and sworn to before me this first day of August 1912.  
My term expires Sept. 16, 1915.  
(L.S.)

Haidee Wiedenmann, Notary Public,  
Jackson County, Missouri.

David Waldo and  
Jessie Waldo, his wife  
To  
C. O. Tichenor, Trustee for  
R. S. Paterson.

DEED OF TRUST  
Dated Nov. 16, 1887  
Filed Nov. 16, 1887  
Book B 275, Page 620  
No. 73850  
Consideration \$1.00

CONVEYS:

The North 1/2 of the Northeast 1/4 of Section 8,  
Township 48, Range 33.

In Trust to secure promissory note for \$6000.00, 90 days  
after date with interest at 10% per annum.

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

For value received I hereby acknowledge satisfaction in full  
of the within Deed of Trust.

Witness my hand and seal this 18<sup>th</sup> day of Feby. 1888.

R. S. Paterson (Seal)

Attest: R. T. Hinde, Recorder.

By: W. H. Winship, Deputy.

David Waldo and  
Jessie Waldo, his wife  
To  
William H. Lucas, Trustee for  
James Lillis

DEED OF TRUST  
Dated Oct. 31, 1888  
Filed Nov. 3, 1888  
Book B 327, Page 97  
No. 102857  
Consideration \$1.00

CONVEYS:

The North 1/2 of Northeast 1/4 of Section 8,  
Township 48, Range 33.

In Trust to secure promissory note of even date for  
\$25064.05, 2 years after date with interest from date at 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 19<sup>th</sup> day of May 1898.

E. S. Truitt, Assignee (Seal)

Attest: O. H. Queal, Recorder.

By: Irving Queal, Deputy.

The one note described herein was presented to and cancelled  
by me.

Attest: O. H. Queal, Recorder.

By: Irving Queal, Deputy.

David Waldo  
To  
James F. Houlehan, Trustee for  
The Kansas City Trust Company

DEED OF TRUST  
Dated January 31, 1893.  
Filed February 1, 1893.  
Book B 516, Page 503.  
No. 204550.  
Consideration \$1.00

CONVEYS: (Among other property)

All of the North 1/2 of the Northeast 1/4 of  
Section 8, Township 48, Range 33, subject to a Deed of Trust recorded  
in Book B 327, Page 97.

In Trust to secure promissory note of even date for \$3500.00  
payable one year after date with interest at 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 19th day of May 1898.

E.B. Truitt, Assignee (Seal)

Attest: O.H. Queal, Recorder.

By: A.N. Hanna, Deputy

The one note described herein was presented and cancelled  
by me.

Attest: A.H. Queal, Recorder.

By: A.N. Hanna, Deputy.

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 4, 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.

In County Court Road Record 4, Page 16 (January Term 1887)  
appears a dedication of a 60 foot road or public highway, which runs  
North and South and has for its center line the East line of Southwest  
1/4 of Southeast 1/4 of Section 5, Township 48, Range 33 and the East  
line of the Northwest 1/4 of the Northeast 1/4 of Section 8, Township  
48, Range 33, it being the extension of Holmes Street.

David Waldo, Plaintiff  
-vs-  
Jessie Waldo, Defendant

In the Circuit Court of  
Jackson County, Missouri,  
at Kansas City.

No. 14452

Petition filed March 26th, 1892, to which is attached a Summons issued by the Clerk of the Circuit Court under his Hand and Seal of Office dated Apr. 26th, 1892, commanding the Sheriff of Jackson County, to summon Jessie Waldo to be and appear before the Judge of the Circuit Court of Jackson County, Missouri, on the 2nd Monday in April next. Said writ was returned executed by the Sheriff of Jackson County, Missouri, by delivering a copy of the within Petition and Writ to the Defendant on March 26th, 1892.

Record 38, Page 456  
April 12, 1892

Jessie Waldo, Defendant, by her Attorney filed answer  
April 12, 1892 denying each and every allegation.

April 14, 1893 Plaintiff files Amended Petition.

Said Amended Petition recites that Plaintiff and Defendant were married in October 1882 and continued to live together as husband and wife until March 1892, during all of which time Plaintiff faithfully demeaned himself and discharged all his duties as the husband of Defendant, and at all times treated her with kindness and affection, but the Defendant wholly disregarding her duties as the wife of Plaintiff has been guilty of habitual drunkenness for the space of one year, and has offered such indignities to Plaintiff as to render his life intolerable. The petition further alleges that the indignities complained of consisted of using profane language in the presence of third persons and in the presence of the children, that in the absence of the Plaintiff she has made his house a resort of dissolute men and women, she has been guilty of becoming intoxicated, driving through the streets of Westport and Kansas City, in such condition, visiting saloons, she has associated with women of immoral character, she has become so notorious that people of good repute in the neighborhood where she lived, refused to associate with her, she has neglected the children, has taught them the use of indecent language, that the defendant's conduct has been so outrageous that Plaintiff has been disgraced thereby, that Plaintiff has granted her every wish, has supported her in the manner proper for his station, that he did not discover her acts as above recited until just lately. "That all the offenses aforesaid were committed in Jackson County, Missouri, and while both parties were residents of said County, and both parties have lived in said County at all times since the said marriage." Plaintiff prays for divorce from the bonds of matrimony as contracted. Said petition is signed by his Attorneys attached to which there is an affidavit subscribed and sworn to by Plaintiff, that the facts stated in Petition are true, that the complaint is not made out of levity, collusion, fear or restraint, between the parties for the mere purpose of being separated from each other, but in sincerity and truth, for the purposes mentioned in the Petition.

Service of the above Amended Petition acknowledge by  
Attorney for Defendant.

June 21, 1893 Defendant files answer and cross petition, which alleges the marriage as pleaded, denies each and every other allegation, that Plaintiff has been guilty of extreme cruelty toward Defendant, and that he has been further guilty of adultery since said marriage, defendant therefore prays that the bonds of matrimony be severed and that she be granted a divorce therefrom, said cross-petition is subscribed and sworn to by Defendant, that the same is not made out of levity, or collusion fear or restraint or for the mere purpose of being separated, but in sincerity and truth, and that the said facts are true.

Record 45, Page 464  
April Term 1893

Now on this day this cause coming on regularly for trial come parties hereto both Plaintiff and Defendant in person and by Attorneys and their cause is submitted to the Court upon Plaintiffs petition and Defendants cross petition and the proofs and evidence all of which is fully heard and considered by the Court and the Court finds the allegations set out in Plaintiffs petition to be true that Plaintiff is a person of good moral character and conduct that he is the injured party and as such is entitled to the relief prayed for in his petition the Court further finds that the Defendant is not entitled to the relief prayed for in her said cross petition and answer and said cross petition is now by the Court dismissed and the Court further finds that the Plaintiff is a fit and proper person to have the care and custody of minor children Eliza, Jed and William born of said marriage and that Defendant is an improper and unfit person to have the care and custody of said minor children.

It is therefore considered, ordered and adjudged and decreed by the Court that the bonds of matrimony heretofore contracted by and between the Plaintiff and Defendant be and the same are hereby annulled set aside and for naught held and that Plaintiff be and he is hereby absolutely and forever divorced from the Defendant and it is further ordered, adjudged and decreed by the Court that Plaintiff have and retain the care and custody of said minor children Eliza aged 7 years, Jed a boy aged 6 years and William a boy aged 4 years all of which is finally ordered and adjudged by the Court.

David Waldo, a single man  
To  
Ida M. Winner

WARRANTY DEED  
Dated Jan. 20, 1894  
Filed Mar. 3, 1894  
Book B 548, Page 427  
No. 223155  
Cons. \$10,000.00

Grant, Bargain and Sell unto second party the following land in Jackson County, Missouri, viz:

Northwest 1/4 of the Northeast 1/4 of Section 8, Township 48, Range 33 and containing 40 acres more or less.

Two deeds of trust on above property given by said Waldo, one to William H. Lucas Trustee for James Lillis, dated October 31, 1888 and recorded in Book B 327, Page 97 and one to James F. Houlehan Trustee for Kansas City Trust Company, dated January 31, 1893 and recorded in Book B 516, Page 503, are to be paid from the proceeds of notes given by said Winner in favor of said Waldo and deposited in trust for this purpose in Bank of H. S. Mills.

To Have and To Hold the same unto said second party and unto her heirs and assigns.

Grantor covenants to warrant and defend against all claims except taxes 1894, and after.

Attest under hand and seal.

David Waldo (Seal)

State of Missouri :

County of Jackson :

On February 21, 1894, before me a Notary Public for said County, personally appeared David Waldo 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 and declared himself single.

Attest under hand and official seal.

Term expires February 27, 1896.

(L.S.) Elmore S. Truitt, Notary Public.

Ida M. Winner (an unmarried woman)

To

William M. Sloan, Trustee for  
David Waldo  
of Jackson County, Mo.

DEED OF TRUST

Dated Jan. 20th, 1894

Filed Feb. 21st, 1894

Book B 549, Page 496

No. 222595

Consideration \$1.00

Grant, Bargain and Sell unto said second party the following described real estate situate in Jackson County, Missouri:

The Northwest quarter of the Northeast quarter of Section 8, Township 48, Range 33.

In Trust however for the following purposes: Whereas the said Ida M. Winner did on the 20th day of January 1894, make and deliver to the said David Waldo her nine promissory notes for the sum of \$1000.00 each payable one on or before six months, one on or before ten months, one on or before one year, two on or before two years, two on or before three years, two on or before four years from date, all bearing interest at the rate of 6% per annum which is payable semi-annually. It is further stipulated and agreed by and between the parties hereto that upon the payment of any three of the said notes with accrued interest the said Ida M. Winner her heirs or assigns shall be entitled to select any square ten acre tract out of the above described property which shall be released from the lien of this deed of trust by the said David Waldo, his heirs or assigns, or the said William M. Sloan the Trustee named herein and such releases so made by the said William M. Sloan shall be as effectual as if made by the said David Waldo or the legal holder or holders of said notes.

If default be made in the payment of said notes any part thereof or any of the interest thereon when due, then the whole of said notes shall become due and be paid as hereinafter provided, and this deed shall remain in force, and the said party of the second part, may proceed to sell the property hereinbefore described and any and every part thereof, at public vendue to the highest bidder at the South front door of the County Court House in Kansas City in the County of Jackson aforesaid for cash, first giving thirty days public notice of the time, terms and place of sale, and of the property to be sold by advertisement in some newspaper printed and published in Kansas City, Mo., and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof and any statement or recital of fact in such deed, in relation to the non-payment of the money hereby secured to be paid, existence of the indebtedness so secured, notice by advertisement, sale, receipt of the money, shall be prima facie evidence of the truth of such statement or recital.

In Witness Whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

Ida M. Winner (Seal)  
Wm. M. Sloan (Seal)  
David Waldo (Seal)

State of Missouri )  
County of Jackson )ss

On this 21st day of February 1894 before me Chas. B. Adams, a Notary Public in and for said County, personally appeared Ida M. Winner, Wm. M. Sloan and David Waldo 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. And the said Ida M. Winner & David Waldo further declared themselves to be single and unmarried.

Attest hand and official seal.

My term expires Sept. 26th, 1894.

(L.S.)

Chas. B. Adams, Notary Public,  
Jackson County, Mo.

Ida M. Winner, single  
To  
Waldo Land & Investment  
Company

WARRANTY DEED

Dated March 2, 1894  
Filed March 3, 1894  
Book B 548, Page 430  
No. 223158  
Cons. \$10,000.00

CONVEYS:

The Northwest 1/4 of the Northeast 1/4 of Section 8, Township 48, Range 33, containing 40 acres, more or less.

Subject to an encumbrance now on said land and taxes for 1894, and after.

Ida M. Winner (a single woman)  
By: Wm. M. Sloan, Trustee  
To  
David Waldo  
of Jackson County, Missouri.

TRUSTEE'S DEED

Dated April 3rd, 1896  
Filed May 2nd, 1898  
Book B-643, Page 589  
No. 302289  
Cons. \$500.00

Whereas, Ida M. Winner (a single woman) by her Deed of Trust dated the "21st day of February A.D. 1894" and recorded in the Recorder's Office in Jackson County, at Kansas City, Missouri, on the 21st day of February 1894 in Book B-549 at page 496 conveyed to the undersigned Trustee the property hereinafter described; In Trust to secure to David Waldo the payment of the nine promissory notes in said deed described:

And Whereas, Default was made in the payment of the five notes falling due on January 20th, 1896 secured by said deed that said indebtedness is due and unpaid by reason whereof I did at the request of the legal owner and holder of said promissory notes proceed to execute the powers to me given by said deed and did on Thursday the 2nd day of April 1896 having previously given thirty public notice of the date and book and page of the record of said the grantor and the time, terms and place of sale and the description of the property to be sold by advertisement inserted for at least

thirty times and continued to the day of sale printed and published in the Kansas City Daily Journal a newspaper printed and published Daily in Kansas City, County of Jackson and State of Missouri, a copy of which advertisement with the affidavit of the publisher of said newspaper proving its publication is hereto annexed and made a part hereof at the South front door of the County Court House in Kansas City being the South front door of the Jackson County Circuit Court House situated on Missouri Avenue between Oak and Locust Streets in said Kansas City in the County and State aforesaid between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of said day expose to sale for cash to the highest bidder at public auction the said property and real estate hereinafter described and at said sale David Waldo being the highest and best bidder for \_\_\_ for the sum of Five Hundred Dollars the same was struck off and sold to him at that price and sum.

Now, Therefore, Know All Men By These Presents, That I, the undersigned Trustee in consideration of the premises and the sum of Five Hundred Dollars to me paid by the said David Waldo of the County of Jackson and State of Missouri, do Bargain, Sell and Convey unto the said David Waldo the real estate in said Deed of Trust described; situate in the County of Jackson, State of Missouri, to-wit:

The Northwest quarter of the Northeast quarter of Section 8, Township 48 of Range 33.

To Have and To Hold the same unto the said David Waldo his heirs and assigns forever.

In Witness Whereof, I, the said Trustee have hereunto set my hand and seal this 3rd day of April 1896.

Wm. M. Sloan, Trustee (Seal)

State of Missouri )  
County of Jackson )ss.

On this 17th day of February 1898 before me a Notary Public in and for said County personally appeared William M. Sloan 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 as Trustee.

Attest hand and official seal,

My term expires Feb. 27th, 1900.

(L.S.)

Elmore S. Truitt, Notary Public,  
Jackson County, Mo.

#### TRUSTEE'S SALE

Whereas, Ida M. Winner a single woman grantor by her certain deed of trust dated the 20th day of January 1894 and filed for record on the 21st day of February 1894 and recorded in Book B-549 at page 496 in the office of the recorder of deeds of Jackson County, Missouri at Kansas City, conveyed to the undersigned trustee the following described real estate in the County of Jackson State of Missouri, to-wit: The Northwest quarter of the Northeast quarter of Section 8, Township 48 of range 33 in trust to secure the payment of certain promissory notes in said deed fully described, and whereas default has been made in the payment of the five promissory notes first falling due as well as the interest thereon; and whereas according to the provisions of said deed of trust, the holder of all of said notes remaining unpaid has elected to declare the entire debt evidenced by all of said notes remaining unpaid to be due and payable; therefore notice is hereby given that at the request of the legal holder of all of said notes I, William M. Sloan trustee will proceed to sell and will sell at public \_\_\_ for cash to the highest bidder the said real estate or so much thereof as may be necessary on Thursday April 2nd, 1896 at the south front door of the County Court House at Kansas City in the County of Jackson aforesaid between the hours of nine o'clock A.M. and five o'clock P.M. to pay said indebtedness and expenses of sale.

Feb'y. 27th, 1896

Wm. M. Sloan, Trustee

State of Missouri )  
County of Jackson )ss.

W. A. Bunker of Kansas City, Missouri, of lawful age, being duly sworn says that he is manager & Prest. and a member of The Journal Company, proprietors of the "Kansas City Daily Journal" a newspaper published Daily and Weekly in Kansas City, Jackson County, Missouri, and that the notice of Trustee's Sale of Ida M. Winner, W. M. Sloan, Dave Waldo, a true copy of which is hereto attached was duly published in the Daily Edition of said newspaper for the period of thirty six days commencing Feb. 27, 1896 and in each of the following issues thereafter Feb. 28-29 March 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31 April 1 & 2 1896 being Vol. 38 and Nos. 260 to 295, both inclusive.

W. A. Bunker

Subscribed and sworn to before me this 3rd day of April 1896 and I certify that I was duly qualified as a Notary Public and that my term expires the 8th day of November 1897.

(L.S.)

Leionel Moise, Notary Public,  
in and for Jackson County, Missouri

Ida M. Winner (a single woman)  
By: Wm. M. Sloan, Trustee  
To  
David Waldo

TRUSTEE'S DEED  
Dated May 18th, 189-  
Filed May 19th, 1898  
Book B-669, Page 34.  
No. 303059  
Cons. \$500.00

Whereas, Ida M. Winner (a single woman) by her deed of trust dated the "21st day of February 1894" and recorded in the Recorders office in Jackson County at Kansas City, Missouri, on the 21st day of February 1894 in Book B-549 Page 496 conveyed to the undersigned trustee the property hereinafter described, In Trust to secure to David Waldo the payment of the nine promissory notes in said deed described;

And Whereas, Default was made in the payment of the five notes falling due on January 20", 1896 secured by said deed, that said indebtedness is due and unpaid by reason whereof I did at the request of the legal owner and holder of said promissory notes proceed to execute the powers to me given by said deed and did on Thursday the 2nd day of April 1896 having previously given thirty days public notice of the date and book and page of the record of said deed of trust the grantor and the time, terms and place of sale and the description of the property to be sold by advertisement inserted for at least thirty times continued to the day of sale printed and published in the Kansas City Daily Journal a newspaper printed and published Daily in Kansas City, County of Jackson and State of Missouri, at the South front door of the County Court House in Kansas City being the south front door of the Jackson County Circuit Court House situated on Missouri Avenue between Oak and Locust Streets in said Kansas City in the County and State aforesaid between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of said day expose to sale for cash to the highest bidder at public auction the said property and real estate hereinafter described and at said sale David Waldo being the highest and best bidder for \_ for the sum of Five Hundred Dollars the same was struck off and sold to him at that price and sum.

Now Therefore Know All Men By These Presents, That I the undersigned Trustee in consideration of the premises and the sum of Five Hundred Dollars to me paid by the said David Waldo of the County of Jackson and State of Missouri, do Bargain, Sell and Convey unto the said David Waldo the real estate in said deed of trust described situate in the County of Jackson, State of Missouri, to-wit:

The Northwest quarter of the Northeast quarter of Section 8, Township 48, Range 33.

To Have and To Hold the same unto the said David Waldo his heirs and assigns forever.

In Witness Whereof, I the said Trustee have hereunto set my hand and seal this 18" day of May 189-.

Wm. M. Sloan, Trustee (Seal)

State of Missouri )  
County of Jackson )ss.

On this 18" day of May 1898 before me Elmore S. Truitt a Notary Public in and for said County personally appeared William M. Sloan 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 as Trustee.

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

(L.S.) Elmore S. Truitt, Notary Public.

My term expires Feb. 27", 1900.

David Waldo (a single man)  
To  
L. Traber, Trustee for  
Edward G. Strutte

DEED OF TRUST  
Dated May 16, 1898  
Filed May 19, 1898  
Book B 684, Page 155  
No. 303060  
Consideration \$1.00

CONVEYS:

The Northwest 1/4 of the Northeast 1/4 of Section 8, Township 48, Range 33.

In Trust to secure note of even date for \$12,000.00 due two years after date, interest from date at 6% per annum, payable semi-annually.

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.

Wm. M. Sloan, Assignee (Seal)

Attest: M. R. Gossett, Recorder.

By: P. H. Bowler, Deputy.

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

Attest: M. R. Gossett, Recorder.

By: P. H. Bowler, Deputy.

David Waldo (a single and  
unmarried man)  
To  
L. Traber, Trustee for  
E. S. Truitt

DEED OF TRUST  
Dated March 1, 1899  
Filed April 1, 1899  
Book B 686, Page 285  
No. 322331  
Consideration \$1.00

CONVEYS:

All of the Northwest 1/4 of the Northeast 1/4 of  
Section 8, Township 48, Range 33 in Jackson County, Missouri.

This Deed of Trust is made second and subject to a former  
Deed of Trust dated May 16, 1898, recorded in Book B 684, Page 155  
in Jackson County, Missouri.

In Trust to secure five promissory notes of even date  
as follows: One note for \$35.00 due September 30, 1899, one for \$35.00  
due March 31st, 1900, one for \$35.00 due September 30, 1900, one for  
\$35.00 due March 31st, 1901 and one for \$100.00 due March 31st, 1901,  
all notes bear 8% after maturity.

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

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

Witness My Hand and Seal this 27th day of May 1902.

John Long, Assignee (Seal)

Attest: M. R. Gossett, Recorder

By: P. H. Bowler, Deputy.

The notes described herein except the last note were pre-  
sented and cancelled in my presence.

Attest: M. R. Gossett, Recorder.

By: P. H. Bowler, Deputy.

John Long on oath says that the last note described herein  
has been paid and delivered to the maker of note.

John Long, Affiant.

Subscribed and sworn to before me this 27th day of May 1902.

M. R. Gossett, Recorder.

By: P. H. Bowler, D. R.

Wm. M. Sloan on oath says that he is the representative of  
the maker of the last note described herein that it has been paid  
and cannot be produced because lost and that it is not in the posses-  
sion of any other one having a lawful claim to same.

Wm. M. Sloan, Affiant.

Subscribed and sworn to before me this 27th day of May 1902.

M. R. Gossett, Recorder.

By: P. H. Bowler, D. R.

Kansas City ex rel  
Walter S. Dickey, doing  
business as W. S. Dickey  
Clay Mfg. Co., Plaintiffs  
-vs-  
David Waldo, Defendant.

TRANSCRIPT LEVY  
Filed May 7, 1902  
Book B 822, Page 258  
No. 412600

Attachment in the Circuit Court of Jackson County, Missouri,  
at Kansas City, Missouri.

In the above entitled cause to secure debt the amount sworn  
to being \$2043.41.

I, the undersigned Sheriff of Jackson County in the State of  
Missouri, did on the 7th day of May 1902 levy upon, seize and attach  
all the right, title, interest and estate of said defendant David  
Waldo of, in and to the following described real estate situated in  
the County of Jackson and State of Missouri: (Among other property)

The Northwest 1/4 of the Northeast 1/4 of Section 8, Town-  
ship 48, Range 33.

Winfield S. Pontius, Sheriff,

Kansas City at the relation and  
to the use of Walter S. Dickey  
doing business as W. S. Dickey  
Clay Manufacturing Company,  
Plaintiff

In the Circuit Court of  
Jackson County, Missouri,  
at Kansas City.

Cause #3674

-vs-

William M. Sloan and W. J. Stevenson  
doing business under the style and  
firm name of Standard Construction  
Company, Lula W. Sloan and  
David Waldo, Defendants.

Record 107, Page 445  
April Term  
May 16th, 1902.

Parties file stipulation entering appearance of defendant  
David Waldo to this action and that attachment herein on lands of  
said Waldo is released, and said Waldo waives all damages by reason  
of said Attachment.

David Waldo, an unmarried  
man

To  
James C. Rieger

DEED OF TRUST  
Dated May 8th, 1902  
Filed May 27th, 1902  
Book B 829, Page 114  
No. 414504  
Consideration \$1.00

CONVEYS:

All of Northwest 1/4 of Northeast 1/4 of Section 8,  
Township 48, Range 33.

In Trust to secure one note of even date for \$4500.00 due  
three years after date with 6% per annum, payable semi-annually.

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 6th day of Jan. 1904.

Huston Crittenden, Assignee (Seal)

Attest: M. R. Gossett, Recorder.

By: Claude S. Gossett, Deputy.

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

Attest: M. R. Gossett, Recorder.

By: Claude S. Gossett, Deputy.

Kansas City at the relation and  
to the use of Walter S. Dickey  
doing business as W. S. Dickey  
Clay Manufacturing Company,  
Plaintiff

In the Circuit Court of  
Jackson County, Missouri  
at Kansas City.

Cause #3674

-vs-

William M. Sloan and W. J. Stevenson  
doing business under the style and  
firm name of Standard Construction  
Company, Lula W. Sloan and David Waldo  
Defendant.

On the margin of the record of Book 200 Page 82 is a copy  
of the following Assignment of Judgment.

For and in consideration of the sum of \$2349.51 in hand  
paid the receipt of which is hereby acknowledged the undersigned  
Walter S. Dickey doing business as W. S. Dickey Clay Manufacturing  
Company, does hereby assign, transfer and set over to the Kansas City  
Trust Company all right, title and interest in and to the judgment  
of the Circuit Court of Jackson County, Missouri of date May 18th,  
1903 Book 200 Page 82 of the records of said Circuit Court of Jackson  
County, Missouri, at Kansas City, Missouri, and does hereby authorize  
and empower the said Kansas City Trust Company to enforce the collec-  
tion of said Judgment in the same way and manner as if done by the  
afore-named Walter S. Dickey.

Witness My Hand this Sept. 18th, 1903.

Walter S. Dickey.

Kansas City Trust Company  
a corporation duly organ-  
ized under the laws of the  
State of Missouri

To  
David Waldo

R E L E A S E  
Dated Dec. 30th, 1903  
Filed Jan. 6th, 1904  
Book B 884, Page 360  
No. 472195  
Cons. \$2390.00

Remise, Release and forever Quit Claim unto said second party the following described land in Jackson County, Missouri, to-wit:  
The Northwest 1/4 of the Northeast 1/4 of Section 8,  
Township 48, Range 33, containing 40 acres.

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

This Deed is made to release the above described real estate from the lien of a judgment of the Circuit Court of Jackson County, Missouri, dated May 18th, 1903 and entered of record in Book 200, Page 82 of the records of said Court which judgment has been duly assigned by Walter S. Dickey the relator therein to the Kansas City Trust Company aforesaid.

In Witness Whereof the said party of the first part has by its President affixed hereto its signature and corporate seal.

(L.S.)

Kansas City Trust Company  
W. H. Lucas, President.

State of Missouri )  
County of Jackson )ss.

On this 30th day of Dec. 1903 before me appeared Wm. H. Lucas to me personally known who being by me duly sworn, did say that he is the President of the Kansas City Trust Company a corporation duly organized under the laws of the State of Missouri, and that the seal affixed to the within and 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 Wm. H. Lucas acknowledged said instrument to be the free act and deed of said corporation.

Attest My Hand and Official Seal.

Commission expires Sept. 22nd, 1907.

(L.S.)

Haidee Wiedenmann, Notary Public,  
Jackson County, Missouri.

David Waldo (an unmarried man)  
To  
John S. Tilney

WARRANTY DEED  
Dated Dec. 29th, 1903  
Filed Jan. 6th, 1904  
Book B 869, Page 529  
No. 472196  
Cons. \$12,000.00

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

All of the Northwest 1/4 of the Northeast 1/4 of Section 8,  
Township 48, Range 33.

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

First party covenants to warrant and defend against all claims, except all taxes for year 1904 and thereafter.

Witness Hand and Seal.

David Waldo

(Seal)

State of Missouri )  
County of Jackson )ss.

On this 29th day of Dec. 1903 before me a Notar Public in and for said County personally appeared David Waldo 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, and further declared himself to be single and unmarried.

Attest Hand and Official Seal.

Term expires March 12th, 1904.

(L.S.)

Frank W. Stewart, Notary Public

United States of America  
To  
Boone Hayse

P A T E N T  
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, Range 33, in the District of Land 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, 1848 and of the Independence of the United States, the 73.

By the President: James K. Polk

(L.S.) By: J. K. Stephens, Jr., Sec'y.  
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.

(L.S.)

M. P. LeRoy, Recorder.

Boone Hays and  
Kittenah, his wife  
To  
Samuel Hays

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

Grant, Bargain and Sell, Alien and Convey unto second party the following described land lying in Jackson County, Missouri, to-wit: The West 1/2 of the Southeast 1/4 of Section 5, Township 48, Range 33, containing 80 acres. (And other property)  
To Have and To Hold unto 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 )  
County of Jackson )ss.

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 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 relinquished her dower in and to the real estate therein mentioned freely, voluntarily and without compulsion or undue influence of her said husband.

Taken and certified the day and year aforesaid.

J. Brown Hovey, Justice of the Peace

Samuel Hays and  
Rebecca Hays, his wife,  
of Jackson County, Missouri  
To  
James M. Hunter,  
of County and State aforesaid.

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

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 and --- 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: (Among other property)

The West 1/2 of the Southeast 1/4 of Section 5, Township 48, Range 33, containing 80 acres more or less.

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

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.

Attest hands and seals this 30th day of April 1852.

Saml. Hays (Seal)  
Rebecca Hays (Seal)

State of Missouri )  
County of Jackson )ss.

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 the 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  
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 1/2 of the Southeast 1/4 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 )  
County of Jackson )ss.

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 Aug. 1853.

E. M. McGee, Justice of the Peace

Ayers White,  
of Jackson County, Missouri  
To  
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 said second party the following land in Jackson County, Missouri, to-wit:

The West 1/2 of the Southeast 1/4 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 and 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.

Attest hand and seal.

Ayers White (Seal)

State of Missouri )  
County of Jackson )ss.

Be it remembered that on this 13th day of March 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.

Attest hand this 13th day of March 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 )  
County of Jackson )ss.

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.)

Dimmick 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 West 1/2 of the Southeast 1/4 of Section 5,  
Township 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 1st day  
of Jan. 1871, with interest at 8% per annum to be paid yearly, but to  
draw no interest until the 1st day of Jan. 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 day of March 1872.

Ayers White (Seal)

Attest: C. D. Lucas, Recorder.

By: H. G. Goodman, Deputy.

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

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

CONVEYS:

The West 1/2 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: \$800.00 to be paid in 12 months from the date hereof, June  
13, 1881, bearing 8% interest from date, and one note due two years  
after date for \$800.00 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 25, 1883.

Wm. Reinsch, (Seal)

Attest: C. D. Lucas, Recorder.

By: E. F. Hedges, Deputy.

Christian Meyer and  
Margaret Meyer, his wife  
of Jackson County, Missouri  
To  
Wm. M. Sloan  
of Jackson County, Missouri

WARRANTY DEED  
Dated Feby, 26, 1890  
Filed Feby, 26, 1890  
Book B 397, Page 556  
No. 142115  
Cons. \$16,000.00

Grant, Bargain and Sell unto said second party the following described land situate in Jackson County, Missouri, to-wit:  
All of the South one-half of the West one-half of the Southeast 1/4 of Section 5, Township 48, Range 33 containing 40 acres more or less.

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

The said Christian Meyer hereby covenanting that he will warrant and defend against all lawful claims; except the taxes for 1890 and thereafter.

Witness hands and seals.

Christian Meyer (Seal)  
her

Margaret x Meyer (Seal)  
mark

Witness :  
D. D. Drake,  
Nellie Green,  
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 acknowledged that they executed the same as their free act and deed.

Attest hand and official seal.

My term expires 21<sup>st</sup> day of May 1893.

(L.S.)

Dimmick D. Drake, Notary Public.

William M. Sloan and  
Lulu W. Sloan, his wife  
To  
Ed L. Scarritt, Trustee for  
Homer Reed

DEED OF TRUST  
Dated Feb. 26, 1890  
Filed Feb. 26, 1890  
Book B 407, Page 111  
No. 142117  
Cons. \$1.00

CONVEYS:

All of the Southwest quarter of the Southeast quarter of Section 5, Township 48, Range 33, in Jackson County, Missouri.

To secure payment of promissory note, for the sum of \$6000.00 payable ninety days after date, with interest at 8% per annum from date until paid.

On the margin of the record of the Deed of Trust recorded in Book B 407, Page 111, No. 142117 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 18<sup>th</sup> day of July 1890.

Ed. L. Scarritt, 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 said second party the following land in Jackson County, Missouri, to-wit:

All of the West 1/2 of the Southeast 1/4 of Section 5, Township 48, 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 claims, except all taxes for the year 1891.

Witness hands and seals,

Wm. M. Sloan (Seal)

Lula W. Sloan (Seal)

State of Missouri )  
County of Jackson ) ss

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

Term expires Sept. 14, 1892.

(L.S.)

Frank Connie, Notary Public,

Kansas City  
To  
Kansas City

CERTIFICATE OF PURCHASE  
Dated March 27th, 1911  
Filed April 15th, 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 1910.

Redeemed

Kansas City, Mo.  
To  
Kansas City,

CERTIFICATE OF PURCHASE  
Dated March 27th, 1911  
Filed April 15th, 1911  
Book B 1368, Page 468  
No. 812289  
Cons. \$60.53

FOR:

All N.W. 1/4 N. E. 1/4 Sec. 8-48-33, situate in  
Kansas City, Missouri.  
Sold for City Taxes for the year 1910.  
Redeemed.

Kansas City,  
To  
Kansas City,

CERTIFICATE OF PURCHASE  
Dated Jan. 12th, 1912  
Filed May 2nd, 1912  
Book E 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 1911.  
Redeemed

Kansas City, Mo.  
To  
Kansas City,

CERTIFICATE OF PURCHASE  
Dated Jan. 12th, 1912  
Filed May 2nd, 1912  
Book B 1415, Page 339  
No. 867340  
Cons. \$69.95

FOR:

All of the N.W. 1/4 N.E. 1/4 Sec. 8-48-33, except  
part in streets in N.W. 1/4 N.E. 1/4 Sec. 8-48-33, situate in Kansas  
City, Missouri  
Sold for City taxes for the year 1911.  
Redeemed.

Kansas City,  
To  
Kansas City

CERTIFICATE OF PURCHASE  
Dated Feb. 20th, 1913  
Filed March 4th, 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 1912.  
Redeemed

Kansas City,  
To  
Kansas City,

CERTIFICATE OF PURCHASE  
Dated Feb. 20th, 1913  
Filed March 4th, 1913  
Book B 1413, Page 562  
No. 914070  
Cons. \$123.50

CONVEYS:

All of N.W. 1/4 of N.E. 1/4 Sec. 8-48-33, except  
part in streets, situate in Kansas City, Missouri.  
Sold for City taxes for the year 1912.  
Redeemed

Kansas City,  
To  
Kansas City,

CERTIFICATE OF PURCHASE  
Dated January 22nd, 1920  
Filed May 6th, 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.

Kansas City,  
To  
Kansas City

CERTIFICATE OF PURCHASE  
Dated Jan. 22, 1920  
Filed May 6, 1920  
Book B 2123, Page 290  
No. 1417685  
Cons. \$33.34.

CONVEYS:

All of N.W. 1/4 N.E. 1/4 Sec. 8-48-33 (except  
part in streets) situate in Kansas City, Missouri.  
Sold for 2 mills on valuation only for the year 1919.  
Redeemed.

To open and establish  
Sewer Right of Way from  
a point North of 65th and  
Troost to a point on Baltimore  
South of 72nd Street.

In the City Clerk's Office  
of Kansas City, Missouri  
Ordinance No. 30253  
Approved July 28, 1917

Be It Ordained By the Common Council of Kansas City.

Section 1: That a sewer right of way in Kansas City, Missouri be and the same is hereby opened and established, the boundary lines of which are more particularly described as follows, to-wit: A strip ten feet wide 5 feet on each side of following line Beginning west line Troost 5 feet south of northeast corner Lot 4 Hale Place #1 thence westerly 5 feet distant and parallel north line to said Hale Place to east line Harrison thence southwesterly on angle 45° to center line Harrison thence southerly to north line 65th Street thence southwesterly angle 45° to point 25 feet south of north line 65th Street; thence westerly to and 25 feet distant from North line 65th Street to east line Campbell; thence southwesterly 25 feet to point 25 feet west of east line Campbell produced south; thence southerly parallel and 25 feet west of produced east line Campbell to point 25 feet North of East and West center line southeast 1/4 southeast 1/4 Section 5, Township 48, Range 33, thence south westerly on angle 45° to east and west center line southeast 1/4 southeast 1/4 Section 5, thence westerly to point 25 feet East of North and South center line of West 1/2 southeast 1/4 southeast 1/4 Section 5; thence southwesterly angle 45° to north and south center line of west 1/2 southeast 1/4 southeast 1/4 Section 5; thence southerly to point 110 feet south of east and west center line southeast 1/4 southeast 1/4 Section 5; thence southwesterly angle 45° to point 135 feet south of east and west center line southeast 1/4 southeast 1/4 Section 5; thence westerly to east line Holmes Street; thence southwesterly on angle 45° to center line Holmes Street; thence southerly to point 330 feet North of south line Section 5; thence southwesterly on angle 45° to west line Holmes; thence westerly 109 feet; thence southwesterly angle 45° to point 164 feet west of center line Holmes Street; thence southerly to point 25 feet north of south line Section 5; thence southwesterly angle 45° to south line Section 5; thence westerly to a point 25 feet east of north and south center lines of Northwest 1/4 of Northeast 1/4 of Section 8, Township 48, Range 33; thence southwesterly angle of 45° to north and south center lines of northwest 1/4 of northeast 1/4 of Section 8; thence southerly 280 feet; thence southwesterly 45° to point 330 feet south of north line of Section 8; thence westerly to a point 25 feet east of north and south center lines of west 1/2 of northwest 1/4 of northeast 1/4 of Section 8; thence southwesterly on angle 45° to north and south center lines of west 1/2 of northwest 1/4 of northeast 1/4 of Section 8, thence southerly and parallel to center line of Oak Street to point 25 feet north of east and west lines of northwest 1/4 of northeast 1/4 of Section 8, thence southwesterly angle 45° to east and west center lines of northwest 1/4 of northeast 1/4 of Section 8, thence westerly to east line of Oak Street; thence southwesterly angle 45° to center line of Oak Street, thence along southerly line of Oak Street to point 305.5 feet north of east and west center lines of North 1/2 of Section 8, thence southwesterly angle 45° to west line of Oak Street thence westerly 275 feet distant and from east and west center lines of Northwest 1/4 of Section 8 to point 25 feet east of north and south center lines of East 1/2 of Northeast 1/4 of Northwest 1/4 of Section 8, thence southwesterly angle 45° north and south center lines of northeast 1/4 of southwest 1/4 of section 8, thence southerly parallel to center line of Oak Street to point 25 feet north of east and west center lines of northwest 1/4 of Section 8, thence southwesterly angle 45° to east and west center lines of northwest 1/4 of

Section 8, thence westerly along east and west center lines of northwest 1/4 of Section 8 to a point 468 feet west of center line of Oak Street thence southwesterly angle 45° to point 493 feet west of center line of Oak Street; thence southerly to east and west center line of Southeast 1/4 of northwest 1/4 of Section 8, thence westerly to north and south center line of southeast 1/4 of northwest 1/4 of Section 8, thence southerly to center line 71st Street (also a strip 6 feet wide, 3 feet on each side of following:- Beginning on center line of 71st Street 25 feet east of west line of Grand Ave. produced North thence southerly to point on south line of Lot 66 Cunningham Place, produced east thence west to center line of Walnut thence southerly to point 100 feet south of south line of 72nd Street, thence west to point in center of block between Baltimore and Main Street, thence southerly to southeast corner of Lot 67 Bond Heights thence west to center line of Baltimore Avenue.

A certified copy of the Judgment and decree in the Circuit Court of Jackson County, Missouri at Kansas City Cause #116829 in the proceedings under the above Ordinance No. 30253 was filed for record in the office of the Recorder of Deeds of Jackson County, Missouri at Kansas City, on Jan. 2, 1919 under Document #1281967 in Book B 1912, Page 386.

"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 or Amendments thereto).

John S. Tilney and  
Georgiana E. Tilney, his wife  
of Essex County, New Jersey  
To  
Kansas City, a municipal  
corporation, of State of  
Missouri.

WARRANTY DEED  
Dated November 21, 1924  
Filed October 31, 1925  
Book B 2584, Page 588  
No. A-258726  
Consideration \$1.00

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

Beginning at a point in the west line of the Northeast 1/4 of Sec. 8, Township 48, North, Range 33, W. 784.68 ft. south of the Northwest cor. thereof, thence East at right angles to West line of Northeast 1/4 of said Section 8, 30 ft; thence in a Southeasterly direction along a curve to the left from a line 30 ft east of and parallel with the west line of the northeast 1/4 of said Section 8 as a tangent, with a radius of 20 feet, 42.82 feet; thence in northeast-erly direction along a curve to the left from a tangent common to the last described curve, with a radius of 650 feet, 104.15 feet, thence in a northeasterly direction along a line tangent to the last described curve 1567.35 feet to a point in the east line of the south-west quarter of the southeast quarter of Section 5, Township 48, North Range 33 West 323.95 feet north of the southeast corner thereof; thence south along the east line of the Southwest 1/4 of the Southeast 1/4 of said Section 5, 107.31 feet; thence in a southwesterly direction 1760.25 feet to a point in the west line of the northeast quarter of said section 8, 974.55 feet south of the northwest corner thereof; thence north along the west line of the northeast 1/4 of said Section 8, 189.87 feet to the point of beginning, to be used forever for boule-ward purposes.

This conveyance is made upon the condition that the land now owned by the grantors on either side of that part of the said boulevard above described and within 300 feet of the side lines thereof shall be exempt from the payment of benefits or assessments for the acquisition by condemnation or otherwise of the prolongation of said boulevard at either end thereof, between Rockhill Road and Main Street.

To Have and To Hold unto the said part\_ of the second part and unto its successors forever.

Grantors covenant to warrant and defend against all lawful claims.

Witness hands and seals.

John S. Tilney (Seal)  
Georgiana E. Tilney (Seal)

State of New Jersey )  
County of Hudson )ss.

On this 21st day of November, 1924, before me the subscriber a Notary Public, personally appeared John S. Tilney and Georgeana E. Tilney, 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 expires Jany. 26th, 1928.

(L.S.)

Theodore C. W. Schumann, Notary Public,  
in and for said County and State.

Note by Abstractor:

On the margin of the record of the foregoing instrument appears the following:

With Ordinance No. 50002 Book 97, Page 254.

An Ordinance to accept a  
Warranty Deed from Jno. S. Tilney  
and Georgiana E. Tilney, his wife  
to certain land for public use as  
a part of Rockhill Road

O R D I N A N C E  
Approved May 23, 1925  
Filed October 31st, 1925  
Book B 2625, Page 248  
No. A-258725.

BE IT ORDAINED BY THE COMMON COUNCIL OF KANSAS CITY:

Section 1. That the Warranty Deed executed by John S. Tilney and Georgiana E. Tilney, his wife, conveying to Kansas City, a municipal corporation of the County of Jackson and State of Missouri, the following described tract of land, to-wit:

Beginning at a point in the west line of the northeast 1/4 of Sec. 8, Township 48, North, Range 33, W. 784.68 ft. South of the Northwest cor. thereof; thence east at right angles to west line of Northeast 1/4 of said Sec. 8, 30 ft; thence in a southeasterly direction along a curve to the left from a line 30 ft. east of and parallel with the west line of the northeast 1/4 of said Sec. 8, as a tangent with a radius of 20 ft, 42.82 ft; thence in a northeasterly direction along a curve to the left from a tangent common to the last described curve with a radius of 650 feet, 104.15 feet; thence in a northeasterly direction along a line tangent to the last described curve 1567.35 feet to a point in the east line of the southwest quarter of the southeast 1/4 of Section 5, Township 48, North, Range 33, West 323.95 feet north of the southeast corner thereof; thence south along the east line of the southwest 1/4 of the southeast 1/4 of said Section 5, 107.31 feet; thence in a Southwesterly direction 1760.25 feet to a point in the west line of the northeast quarter of said Section 8, 974.55 feet south of the northwest corner thereof; thence north along the west line of the northeast 1/4 of said Section 8, 189.87 feet to the point of beginning to be used forever for boulevard purposes, as an extension of Rockhill Road for public use as a boulevard to be known as Rockhill Road, and for no other purpose whatever, be and the same is hereby accepted.

Section 2. That the sum of \$1.00 be and the same is hereby appropriated out of the Expense Department to pay the consideration named in said Deed.

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

George E. Kimball,  
City Comptroller

Section 3. All ordinances or parts of ordinances, in conflict with this ordinance are, insomuch that they conflict with this ordinance, hereby repealed.

Passed Apr. 27, 1925.

Wm. F. Fleming, Speaker  
Lower House of the Common  
Council.

Passed May 18, 1925.

David B. Childs, President  
Upper House of the Common Council

Approved May 23, 1925.

(L.S.)

A. I. Beach, Mayor.

Attest: Michael J. Pendergast, City Clerk

By: Chas. W. Regan, Deputy.

State of Missouri )  
County of Jackson )ss.

On the 25th day of May, 1925, 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.

Attest hand and official seal. Term expires March 6th, 1926  
(L.S.) Grace E. McKnight, Notary Public,  
within and for Jackson County, Missouri,

In the Matter of the Will  
and Estate  
of  
John S. Tilney, Deceased

In the Probate Court of  
Jackson County, Missouri  
at Kansas City.  
Estate No. 31760

TRANSCRIPT  
LAST WILL AND TESTAMENT

Filed January 8th, 1929.

I, John S. Tilney, of the City of Orange, in the County of Essex and State of New Jersey, for the purpose of making that disposition of my entire estate, real and personal, which I wish to have take effect at my death, do make, publish and declare that to be my last Will and Testament, and do hereby revoke all former Wills and testamentary dispositions heretofore at any time made by me.

First: If my daughter, Mary G. Tilney, shall survive me, I give, devise and bequeath to my Trustees hereinafter named, In Trust, the sum or fund of Two Hundred Thousand Dollars, and I direct that said Trustees take and hold said trust fund or estate in trust to collect and receive all rents, issues, profits and other income thereof, and after paying the necessary expenses of the trust to pay over to my said daughter, during her life, for her own use, the annual net income in regular quarterly installments. Upon the death of my said daughter, I direct that this trust fund in her favor shall revert to and fall into my residuary estate, and be subject to the dispositions thereof in this Will directed.

Second: If my daughter Harriet, now Mrs. Butler Sheldon shall survive me, or shall pre-decease me, leaving a child or children, I give, devise and bequeath to my Trustees hereinafter named, In Trust, the sum or fund of Three Hundred Thousand Dollars, and I direct that said Trustees take and hold said trust fund or estate in trust to collect and receive all rents, issues, profits and other income thereof, and after paying the necessary expenses of the trust to pay over to my said daughter, during her life, for her own use, the annual net income, in regular monthly installments.

Such payments to my said daughter to be made upon her sole and separate receipt, which shall be a sufficient discharge to said Trustees.

Upon the decease of my said daughter, either before or after me, if her two sons, or either of them, shall survive her, said Trustees shall pay to them, or the survivor, the said income during their or his natural life. In the event of the death of either or both of said sons, and leaving lawful issue, I direct that one-half of the principal of said fund shall go to such issue, and in the event of one son dying with issue, and the other without, the whole of such fund shall go to such issue. Upon the death of my said daughter without leaving lawful issue, or the death of her two sons without either leaving lawful issue, I direct that this trust fund shall revert to and fall into my residuary estate, and be subject to the dispositions thereof in this Will directed.

I do order and direct that upon my death my Executors shall immediately anticipate payments of income to my daughter Harriet at the rate of Eight Hundred Dollars per month.

Third: If my granddaughter Edele Kirkbride, shall survive me, I give, devise and bequeath to my Trustees hereinafter named, In Trust, the sum or fund of Twenty-five Thousand Dollars, and I direct that said Trustees take and hold said trust fund or estate in trust to collect and receive all rents, issues, profits and other income thereof, and after paying the necessary expenses of the trust to pay over to my said granddaughter, during her life, for her own use, the annual net income in regular quarterly installments. Such

payments to be expended for the use and benefit of my granddaughter during her minority and directly to her upon her sole and separate receipt when she becomes of age.

Upon the decease of my granddaughter, the principal of said trust fund shall go to her issue and in default of issue the same shall revert to and become a part of my residuary estate.

Fourth: If my daughter Georgianna S. Kirkbride, shall survive me, in addition to the provisions hereinafter contained for her benefit, I give, devise and bequeath to my Trustees hereinafter named In Trust, the sum or fund of \$50,000.00 and I direct that said Trustees take and hold said trust fund or estate, in trust to collect and receive all rents, issues profits and other income thereof, and after paying the necessary expenses of the trust to pay over to my said daughter during her life, the annual net income in regularly quarterly installments. Such payments to be made upon her sole and separate receipt.

Upon the decease of my daughter Georgianna, either before or after me, if her three children now living, or any one of them, shall survive her, said Trustees shall pay to them or the survivor or survivors, the said income during their or his or her natural life, any issue to take the share of his or her deceased parent until the death of all three children. When all three shall die, the surviving issue shall take the principal as representatives of their parents. In default of all issue to any one of them the said principal shall become a part of my residuary estate and disposed of accordingly.

Fifth: All the residue and remainder of my property, real and personal, wherever situate, I give, devise and bequeath unto my Trustees hereinafter named, or their successors, but In Trust Nevertheless, and for the following intents, uses and purposes, viz: To hold one equal and proportionate (but undivided while so held) share of said trust fund, for each of my following three children who shall be living at my decease, namely: Israel Sheldon Tilney, Robert Wallace Tilney and Georgianna S. Kirkbride, or one or more equal and proportionate share for the representative issue, living at my decease or any of said three children of mine who may have died before me, leaving lawful issue surviving me, for and during the natural life of all my said three children, and all the present living issue of said children, paying the equal one-third part of the net income to him or her or his or her share if deceased to his or her issue, and in default of issue to my remaining child or issue of any three named, and upon the decease of the last remaining one of my three children, and all their present living issue, to transfer over and convey his or her share of the trust fund to the lawful issue of each one of my three children, and in default of such lawful issue of one or more of my said children, his or her share shall be paid to the lawful issue of any other one or more of my said three children.

In the event of the death of one or more of my three children mentioned herein, the income provided to be paid to their present living issue shall be paid only in such amount or proportions as shall be approved by the surviving wife, or wives, or husband of such deceased child or children, or be denied for such time as said surviving wife, or wives, or husband shall decide, it being my intention to allow them to decide, until each of said issue shall reach the age of 25, whether it will be for the best interest of each of said issue to receive and enjoy such income.

Sixth: I authorize my Trustees to retain any land of which I may die seized as part of the trust or trusts created for the benefit of my three children last mentioned: also in their discretion, and whenever they may deem it advisable, to improve, build or rebuild any building or buildings upon the same, or to remove old buildings and erect new buildings on any real estate belonging in whole or in part to me, and to erect new buildings on any part of such real estate which may be vacant or may become vacant by reason of fire, or otherwise. To mortgage, let and rent said real estate, or any part thereof, for any period, upon such terms, covenants and conditions as they may deem best. To collect and receive the rents, issues and profits arising therefrom. To keep said real estate in repair. To sell and convey all or any part of my said real estate at public or private sale, and to take purchase money mortgages thereon for part of purchase price. With respect to my personal estate, the said Trustees are to invest and keep invested, the moneys and personal estate, at interest, in good securities, and the same, from time to time, to call in, or sell and again invest; that my executors are to be allowed the space of two years from my death to dispose of any securities belonging to my estate at the time of my death.

That upon the probate of this Will, and pending the filing of the final account by my Executors herein named, I authorize them to pay to my daughter, Mary G. the sum of Six Thousand Dollars per year; that such payments are to be discontinued as soon as my said daughter begins to enjoy the income mentioned in the First Paragraph of this my Will.

Seventh: All legacy and succession taxes which may be payable in respect of the bequests and devises in this my Will contained, I direct to be paid out of my residuary estate, but should any taxes be imposed upon the income of the bonds bequeathed in trust, or upon such bonds, or the proceeds thereof, while held in trust, they are to be borne by the respective trust estates to which such bonds may belong, and to be deducted from the income payable to the several beneficiaries.

Eighth: Should any of the beneficiaries under this my Will, object to the probate thereof, or in anywise, directly or indirectly, contest or aid in contesting the same, or any of the provisions thereof, or the distribution of my estate thereunder, then and in that event I annul any bequest or income given or made to such beneficiary and it is my Will that such beneficiary shall be absolutely barred and cut off from any share in my estate.

Ninth: I do hereby make, constitute and appoint my two sons, Isreal Sheldon Tilney and Robert Wallace Tilney, Executors and Trustees of this, my Last Will and Testament, and request and direct that they and each of them be permitted to qualify and act as such without the giving of any security wherever they may be required to act, such security being hereby expressly waived.

In the event of the death or incapacity of my said two sons, I hereby authorize and empower them, or the survivor of them, to surrender the burden of this Trust to either one of the following three corporations of the State of New York; Farmers' Loan and Trust Company, Bank of New York and Trust Company, or United States Trust Company of New York.

In the event of the death of my said sons, it is my Will that either one of the corporations above named shall be appointed as Executor or Trustee to succeed them, by any court having jurisdiction so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, at the City of New York, in the State of New York, this 18th day of May, A.D. 1925.

John S. Tilney

Signed, sealed, published and declared by the said John S. Tilney, as and for his Last Will and Testament, in the presence of us, who, at his request, in his presence, and in the presence of each other, (all being present at the same time), have hereunto subscribed our names as witnesses.

William W. Watson,  
Norman S. Walker,  
Hartley G. Smith,

Short Hills, N.J.  
Dongan Hills, N.Y.  
1028 Hudson St., Hoboken, N.J.

This is a codicil to be the last will and testament of mine, John S. Tilney, dated May 1925;

1. I hereby ratify and confirm my said last will and testament except or hereinafter altered.

2. I hereby alter and amend the second paragraph of said will in which I create a trust fund for the benefit of my daughter Harriet by raising the amount mentioned therein from Three Hundred Thousand Dollars to Three Hundred and Twenty-Five Thousand Dollars.

3. I do hereby cancel and revoke the third paragraph of my said will in which a trust fund is created for the benefit of my granddaughter Adele Kirkbride, as I have made other provision for her.

4. I do hereby cancel and revoke the fourth paragraph of my said will for additional provision for the benefit of my daughter Georgianna S. Kirkbride in the sum of fifty thousand dollars.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February, 1928.

John S. Tilney

Signed, published and declared by the above named testatrix John S. Tilney as and for a codicil to his last will and testament in the presence of us, both being present at the same time, who in his presence, in the presence of each other and at his request have hereunto subscribed our names as witnesses.

William W. Watson  
Anne G. Watson

Proved Nov. 1st, 1928.

NEW JERSEY PREROGATIVE COURT

I, Joseph F. S. Fitzpatrick, Register of the Prerogative Court of the State of New Jersey, Do Hereby Certify that the foregoing is a true copy of Last Will and Testament and Codicil thereto, of John S. Tilney, Deceased, as the same is taken from and compared with the original Proved November 1, 1928 and now remaining on file and of record in my office.

Witness my hand and the Seal of the Prerogative Court at Trenton this first day of November, A.D. 1928.  
(Seal)

Joseph F. S. Fitzpatrick,  
Register.

NEW JERSEY PREROGATIVE COURT

I, Joseph F. S. Fitzpatrick, Register of the Prerogative Court of the State of New Jersey, Do Hereby Certify that the foregoing is a true copy of Last Will and Testament and Codicil thereto, of John S. Tilney, Deceased, as the same is taken from and compared with the original Proved November 1, 1928, and now remaining on file and of record in my office.

Witness my hand and the Seal of the Prerogative Court at Trenton this Twentieth day of November, A.D. 1928.  
(Seal)

Joseph F. S. Fitzpatrick,  
Register.

State of Missouri )  
County of Jackson ) ss In the Probate Court of Jackson County,  
November Term, 1928

I, Edward Cadman, Clerk of the Probate Court of the County and State aforesaid, hereby certify that the foregoing instrument of writing, purporting to be a duly authenticated copy of the last will and testament of John S. Tilney deceased, late of the State of New Jersey, as proved and admitted to probate in said County and State, was on this day filed herein for record; and the Court here having examined the same, and the proofs and certificates there- to attached, finds that the same was executed and proved according to the laws of that State, and now admits the same to record herein, in the same manner as wills executed and proved in this State.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court, at my office in Kansas City, this 8th day of January A.D. 1929.

(Seal)

Edward Cadman, Clerk

#### APPLICATION FOR LETTERS

Filed January 8th, 1929.

Now comes Fred W. Klaber, Public Administrator and states that deceased died on the 14th day of October 1928, intestate and was at that time a resident of Orange, New Jersey.

That the probable value of his estate is: Personal, \$90,000.00; Real, Unknown.

That the names and residence of the widow, heirs, or legatees and devisees of deceased are respectively as follows:

NAME	RELATIONSHIP	RESIDENCE
Georgiana E. Tilney	Wife	495 Main St., Orange, New Jersey
I. Sheldon Tilney	Son	Llewellyn Park, West Orange, New Jersey
Robert W. Tilney	Son	Santa Fe New Mexico.
Georgiana S. Kirkbride	Daughter	192 Commonwealth Avenue Boston, Massachusetts.
Mary C. Tilney	Daughter	R.F.D. Route A, Mobile, Alabama
Mrs. Harriet Sheldon	Daughter	Madison Square Hotel New York City, N.Y.

That the deceased at the date of his death left an estate in Jackson County, Missouri, liable to be injured, wasted or lost and did not at the date of his death leave a known wife or heirs in this state; that he left a will and the executors named therein are non-residents of the state of Missouri and absent and there is no other person in this state authorized to administer on the same.

That affiant will make a perfect inventory of and faithfully administer all of the estate of deceased and pay the debts as far as the assets will extend and the law direct, and account for and pay all assets which come to his possession or knowledge.

Fred W. Klaber

Subscribed and sworn to before me, this 27th day of December 1928.

(L.S.)

Roy P. Swanson, Notary Public.

My commission expires Nov. 19, 1931.

Edwin C. Meservey,

Atty. for Estate.

Record 99, Page 27  
November Term 1928  
January 8th, 1929.

Now on this day there is filed herein and offered for record an instrument of writing purporting to be a duly authenticated copy of the last will and testament of John S. Tilney, deceased, late of the County of Essex, in the State of New Jersey, as proved and admitted to probate in said State of New Jersey; and the court having examined the same, and the proofs and certificates thereto attached, finds that the same was executed and proved according to the laws of the State of New Jersey, and now admits the same to record herein in the same manner as wills executed and proved in this State.

And upon application, it is by the court ordered that Fred W. Klaber, Public Administrator of Jackson County, Missouri, be and he is hereby appointed Administrator with the will annexed of the estate of John S. Tilney, deceased.

#### INVENTORY

Filed January 30th, 1929.

Inventory describes the following Real Estate situated in Jackson County, Missouri, at Kansas City:

(Among other property) The Southwest 1/4 of the Southeast 1/4 of Section 5, Township 48, Range 33 except that part condemned for Rockhill Road and Holmes Street and subject to certain rights of way for sewer purposes.

All of the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 48, Range 33.

Record 98, Page 208  
July 6th, 1929.

Order of Court assessing Inheritance Tax in the sum of \$9709.05; \$9466.32 payable to the State Treasurer and \$242.73 payable to the Probate Judge.

James G. Guinotte, Appraiser allowed the sum of \$650.00.

September 19th, 1929, State Inheritance Tax Receipt filed, in the sum of \$9466.32.

September 19th, 1929, Receipt of Edward Cadman, Probate Clerk, filed, in the sum of \$242.73, same being that portion of Inheritance Tax payable to Probate Judge.

September 19th, 1929, Receipt of James G. Guinotte filed, in the sum of \$650.00, same being his allowance in full as appraiser's fee for making Inheritance Tax appraisalment.

#### PROOF OF PUBLICATION OF NOTICE OF LETTERS GRANTED

Filed September 19th, 1929.

##### Notice of Letters Granted

Letters of Administration with the will annexed, on estate of John S. Tilney, deceased, No. 31760, were granted to the undersigned by Probate Court of Jackson County, Missouri, at Kansas City, January 8th, 1929. Persons having claims against said estate are required to exhibit same to the undersigned for allowance, within six months after date of said letters, or they may be precluded from any benefit of said estate, and if such claims be not exhibited within one year from the date of granting said letters, they shall be forever barred.

Dated January 8th, 1929.

Fred W. Klaber, Administrator with  
the will annexed.

Attest: Edward Cadman, Clerk. (Seal)

Affidavit of Publication

State of Missouri)  
County of Jackson)ss.

Elbert E. Smith, of Kansas City, Missouri, of lawful age, being duly sworn, says that he is one of the publishers of the Daily Record, a newspaper published Daily, except Sundays, in Kansas City, Jackson County, Missouri, and that the notice of Letters Granted a true copy of which is hereto attached, was duly published in the Daily Edition of said newspaper once a week for 4 weeks beginning January 12, 1929 and in each of the following issues January 19, 26 and February 2, 1929 being numbers 11-17-23-29 of volume 83 of said newspaper.

Elbert E. Smith

Subscribed and sworn to before me this 2nd day of February 1929 and I certify that I am duly qualified as a Notary Public and that my term expires the 23rd day of May 1929.

(Seal)

Thomas F. Bresnehen, Notary Public,  
in and for Jackson County, Missouri.

PROOF OF PUBLICATION OF NOTICE  
OF FINAL SETTLEMENT

Filed February 17th, 1930.

Notice of Final Settlement

Notice is hereby given to all creditors and other interested in estate of John S. Tilney, deceased, No. 31760, that I, the undersigned administrator of said estate, intend to make final settlement thereof at next term of Probate Court of Jackson County, at Kansas City, Missouri, on 17th day of February, 1930.

Fred W. Klaber, Administrator.

Affidavit of Publication

State of Missouri)  
County of Jackson)ss.

Elbert E. Smith, of Kansas City, Missouri, of lawful age, being duly sworn, says that he is one of the publishers of The Daily Record, a newspaper published Daily, except Sundays, in Kansas City, Jackson County, Missouri, and that the notice of Final Settlement a true copy of which is hereto attached, was duly published in the Daily Edition of said newspaper once a week for four (4) weeks beginning December 14, 1929 and in each of the following issues December 21, 28, 1929 and January 4, 1930 being numbers 144-150-156 of volume 84 and also number 4 of volume 85 of said newspaper.

Elbert E. Smith

Subscribed and sworn to before me this 4th day of January 1930 and I certify that I am duly qualified as a Notary Public and that my term expires the 23rd day of May, 1933.

(Seal)

Thomas F. Bresnehen, Notary  
Public, in and for Jackson  
County, Missouri.

Record 103, Page 574

February Term

February 17th, 1930.

Now at this day comes the administrator, Fred W. Klaber, and files proof of publication of notice of final settlement, and also files final settlement which is taken up and considered by the court and approved.

The court finds that said estate has been fully administered, that all claims against said estate in Missouri have been paid in full, and the court ratifies and approves the action of said administrator in assigning and transferring to Isreal Sheldon Tilney and Robert Wallace Tilney, executors and trustees under the last will and testament of John S. Tilney, the 600 shares of preferred stock of St.

Louis, Southwestern Railway Company belonging to said estate and the two notes of Isla L. Derr, dated March 8, 1926 and June 23, 1927, respectively.

The court further orders and directs that said administrator make such assignments or other transfers, if any, as may be necessary to assign to said trustees all assets of said estate in Missouri.

The court further finds that the costs of administration have been fully paid, and it is therefore ordered and directed by the court that said administrator be released and discharged from all further liability herein.

In the Matter of the Last Will  
and Testament  
of  
John S. Tilney, deceased.

COPY OF WILL  
Filed December 10, 1929  
Book B 2948, Page 148  
No. A-432100

(Here follows an exact copy of the Last Will and Codicil of John S. Tilney, deceased as previously shown in this abstract, together with the following order and certificates.)

PREROGATIVE COURT OF NEW JERSEY

In the Matter of the Probate of the )  
Alleged Will of ) ORDER FOR PROBATE  
John S. Tilney, deceased )

On reading and filing the petition of I. Sheldon Tilney and Robert W. Tilney, for probate of the Last Will and Testament of John S. Tilney, deceased, and for Letters Testamentary thereon, and the Ordinary having inquired into the circumstances and taken proof, and being satisfied of the genuineness of the will produced, the validity of its execution and the competency of the testator, and it further appearing that the said testator died on the Fourteenth day of October 1928 and more than ten days ago, and that no caveat has been filed against the probate of said will.

It is thereupon on this first day of November 1928 ordered and adjudged that the instrument offered for probate in this matter be and the same hereby is established as the Last Will and Testament of the said John S. Tilney deceased, and that the same be and hereby is admitted to probate.

It is further ordered that Letters Testamentary thereon be issued to I. Sheldon Tilney and Robert W. Tilney, the Executors named in said Will upon their qualifying as such Executors.

E. R. Walker, Ordinary

Respectfully Advised,  
Vivian M. Lewis.

NEW JERSEY PREROGATIVE COURT

I, Joseph F. S. Fitzpatrick, Register of the Prerogative Court of the State of New Jersey, do hereby certify that the foregoing is a true copy of Last Will and Testament and Codicil thereto, of John S. Tilney, deceased, together with copy of Order Admitting said Will and Codicil to Probate, as the same is taken from and compared with the original Proved November 1, 1928, and now remaining on file and of record in my office.

Witness my hand and the seal of the Prerogative Court at Trenton, this 18th day of November A.D. 1929.

(L.S.)

Joseph F. S. Fitzpatrick, Register.

State of New Jersey, ss.

I, Edwin Robert Walker, Ordinary or Surrogate General and Judge of the Prerogative Court of the State of New Jersey do hereby certify that Joseph F. S. Fitzpatrick, Esquire, whose name in his own proper handwriting is subscribed to the foregoing certificate was, at the time the same bears date and now is Register of the said Prerogative Court, and that full faith and credit are to be given to his official attestations. And further that the seal affixed to the said certificate is the seal of said Court and that said certificate is in due form and would be received in evidence in the Courts of this State.

Witness my hand at the City of Trenton, this 18th day of November 1929,

E. R. Walker, Ordinary &c.

State of New Jersey, ss.

I, Joseph F. S. Fitzpatrick, Register of the Prerogative Court of the State of New Jersey do hereby certify that the Hon. Edwin Robert Walker, whose name in his own proper handwriting is subscribed to the foregoing certificate was, at the time the same bears date and now is the Ordinary or Surrogate General, and Judge of the Prerogative Court of said State, duly appointed commissioned and qualified.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of my said office at Trenton, this 18th day of November 1929.

(L.S.)

Joseph F. S. Fitzpatrick, Register &c.

STATE OF NEW JERSEY

I, Morgan F. Larson, Governor of the State of New Jersey having the custody of the Great and Principal Seal of said State do hereby certify that the Prerogative Court of the State of New Jersey is duly constituted and existing under the laws of said State, that the Ordinary or Surrogate General of said State is the Judge of said Court and had at the time of the Probate of the Last Will and Testament and Codicil thereto, of John S. Tilney, deceased, and now has jurisdiction under the laws of the State of New Jersey, to admit wills to probate and grant letters testamentary thereon to grant letters of administration upon the estates of intestates, and to grant letters of guardianship etc., that the Last Will and Testament and Codicil thereto, of John S. Tilney, deceased, together with copy of Order admitting said Will and Codicil to Probate, copied of which are hereunto annexed are kept, in the office of the Register of said Court, pursuant to the laws of said State, that the exemplified copy hereunto annexed is in due form of law and by the proper officer, that the seal appended thereto is genuine and is the seal of said Prerogative Court and that the signature thereto written and attesting such copy are genuine, as I verily believe.

In Testimony Whereof, I have hereunto set my hand and cause the Great Seal of the State of New Jersey to be hereunto affixed at the City of Trenton, in said State this 18th day of November 1929.

(L.S.)

Morgan F. Larson

By the Governor, Joseph F. S. Fitzpatrick,  
Secretary of State.

Israel Sheldon Tilney and  
Robert Wallace Tilney, Trustees  
under the last will and testament  
of John S. Tilney, deceased  
To  
Isla L. Derr,  
of Jackson County, Missouri

TRUSTEES' DEED  
Dated September 30, 1929  
Filed November 5, 1929  
Book B-2940, Page 549  
No. A-429427  
Cons. \$100,000.00 and  
other valuable considera-  
tion

WITNESSETH: THAT WHEREAS, by the terms of the last will and testament of John S. Tilney, deceased, late of the City of Orange, County of Essex, State of New Jersey, certain property, including the real estate hereinafter described, was given and devised to said Israel Sheldon Tilney and Robert Wallace Tilney, as Trustees for the uses and purposes therein set forth, and

WHEREAS, by the terms of said last will and testament the said Trustees are authorized and empowered to sell and convey all or any part of said real estate at public or private sale, and

WHEREAS, said Israel Sheldon Tilney and Robert Wallace Tilney, as Trustees under said last will and testament, have sold and agreed to convey the real estate hereinafter described to said Isla L. Derr, the said party of the second part.

NOW THEREFORE, said parties of the first part by virtue of the power and authority to them given by said last will and testament, in consideration of the premises and of the sum of One Hundred Thousand and no/100 dollars, and other valuable considerations to them paid by said party of the second part (the receipt of which is hereby acknowledged) do by these presents grant, bargain and sell, convey and confirm unto said party of the second part, her heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Jackson and State of Missouri, to-wit:

All of the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 48, Range 33 and also all of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 48, Range 33, in Jackson County, Missouri, subject to the rights of the public in Rockhill Road, 69th Street, Holmes Street, Oak Street and 65th Street and subject to certain sewer easements of record.

To Have and To Hold the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto her heirs and assigns forever; the said parties of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto her heirs and assigns forever, against the lawful claims and demands of all persons whomsoever, except all taxes and assessments both general and special which could not be paid on July 1st, 1929, except the general taxes for the year 1929, of which the grantors and grantee herein each agree to pay one-half; and except also the sewer easements and exceptions above referred to.

Witness hands and seals.

Israel Sheldon Tilney (Seal)  
Robert Wallace Tilney (Seal)  
Trustees under the last will and  
testament of John S. Tilney, deceased.

State of New York     )  
                              (ss  
County of New York    )

On this 1st day of October, 1929, before me, the undersigned, a Notary Public, personally appeared Israel Sheldon Tilney and Robert Wallace Tilney, Trustees under the last will and testament of John S. Tilney, deceased, 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 as Trustees.

Attest hand and official seal.

My commission expires March 30, 1931.

(L.S.)

Z. Rosenfield, Notary Public,  
within and for said County and State.  
Notary Public 183  
New York County.

State of New York     )  
                              (ss  
County of New York    )

I, Thomas M. Farley, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, do hereby certify, that Z. Rosenfield, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 1st day of Oct. 1929

(L.S.)

Thomas M. Farley, Clerk

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

To  
Kansas City Title and Trust  
Company, Trustee for  
Israel Sheldon Tilney and  
Robert Wallace Tilney, Trustees  
under the last will and testament  
of John S. Tilney, deceased.

DEED OF TRUST  
Dated November 1, 1929  
Filed November 5, 1929  
Book B 2940, Page 550  
No. A-429429  
Consideration \$1.00

CONVEYS:

All of the Northwest 1/4 of the Northeast 1/4 of  
Section 8, Township 48, Range 33 and also all of the Southwest 1/4 of  
the Southeast 1/4 of Section 5, Township 48, Range 33, in Jackson  
County, Missouri, subject to the rights of the public in Rockhill  
Road, 69th Street, Holmes Street, Oak Street and 65th Street, and  
subject to certain sewer easements of record.

In Trust to secure the payment of a promissory note of even  
date herewith for the sum of \$218,660.25, payable on or before  
September 1st, 1941, at the office of the Commerce Trust Company in  
Kansas City, Missouri, with interest thereon at the rate of 4% per  
annum from March 1st, 1932 payable semi-annually. Provided however,  
that if and when the principal of this note is reduced to, or less  
than, the sum of \$2186.60 then the entire unpaid balance of this  
note shall immediately become due and payable.

(Note identified)

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

For value received I hereby release from the lien and effect  
of this Deed of Trust, all of Lots 1 to 32 both inclusive, Block 7  
and Lots 1 to 14 inclusive and Lots 19 to 35 inclusive, Block 8,  
Armour Hills Gardens and all streets and terraces as shown on the  
Recorded Plat of Blocks 7 and 8 Armour Hills Gardens, described  
herein.

Witness my hand this 9 day of July 1930

Jas. F. McCaffrey, Owner and Holder of  
Note.

And the identified note described herein was presented.

Attest: Joseph W. Corder, Recorder.

By: J. Abramowitz, Deputy.

Georgiana E. Tilney, a single woman, formerly the wife of John J. Tilney, deceased, of Essex County, New Jersey  
To  
Isla L. Derr  
of Jackson County, Missouri.

QUIT-CLAIM DEED  
Dated October 11, 1929  
Filed November 5, 1929  
Book B 2873, Page 568  
No. A-429428  
Cons. \$1.00 and other valuable considerations

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

All of the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 48, Range 33 and also all of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 48, Range 33 in Jackson County, Missouri, subject to the rights of the public in Rockhill Road, 69th Street, Holmes Street, Oak Street and 65th Street, and subject to a certain sewer easements of record.

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

Witness hand and seal.

Georgiana E. Tilney (Seal)

State of California )  
County of Santa Barbara ) ss

On this 11th day of October 1929, before me the undersigned a Notary Public, personally appeared Georgiana E. Tilney 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. And the said Georgiana E. Tilney further declared herself to be single and unmarried.

Attest hand and official seal.

My term expires April 28, 1933.

(L.S.)

Helen Low, Notary Public,  
in and for said County and State.

Isla L. Derr, a single woman  
of Jackson County, Missouri  
To  
The J. C. Nichols Investment  
Company, a corporation of  
Jackson County, Missouri.

WARRANTY DEED  
Dated November 1, 1929  
Filed November 5, 1929  
Book B2928, Page 331  
No. A-429430  
Cons. \$1.00 and other valuable considerations.

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

All of the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 48, Range 33 and also all of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 48, Range 33 in Jackson County, Missouri, subject to the rights of the public in Rockhill Road, 69th Street, Holmes Street, Oak Street and 65th Street and subject to certain sewer easements of record.

The property above described is conveyed subject to a first deed of trust dated November 1st, 1929 from Isla L. Derr a single woman to Kansas City Title and Trust Company, Trustee for Israel Sheldon Tilney and Robert Wallace Tilney, Trustees under the last will and testament of John S. Tilney, deceased, given to secure the

payment of her one certain principal promissory note of even date therewith for \$218,660.25 due September 1st, 1941, bearing interest at the rate of 4% per annum from March 1st, 1932, payable semi-annually.

To Have and To Hold the premises aforesaid 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, except all taxes and assessments both general and special which cannot now be paid and except the incumbrance above referred to.

Witness hand and seal.

Isla L. Derr (Seal)

State of Missouri )  
( ss  
County of Jackson )

On this 1st day of November 1929, 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. 25th, 1930.

(L.S.)

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

THE J. C. NICHOLS INVESTMENT  
COMPANY

A R T I C L E S  
Dated November 7, 1908  
Filed December 5, 1908  
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 \$50,000.00 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	" " "	10
Albert I. Beach	" " "	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.

Attest under hands,

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.

My commission expires November 1, 1911.

(L.S.)

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

THE J.C. NICHOLS INVESTMENT  
COMPANY.

CERTIFICATE OF INCORPORATION  
Dated December 8th, 1908  
Filed September 3rd, 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.

I. SHELDON TILNEY

A F F I D A V I T.

Filed December 16th, 1930.

Book B-2993, Page 520.

No. A-461078.

State of New York       )  
County of Westchester) ss.

I. Sheldon Tilney, of lawful age being being duly sworn upon his oath says that he is the son of John S. Tilney deceased, and that the said John S. Tilney died on or about about October 14th, 1928 and that he was a resident of Orange, New Jersey, and

This affiant further states that at his death, the said John S. Tilney left surviving him the following named persons, who constituted his sole and only heirs at law:

Georgianna E. Tilney, his wife,

I. Sheldon Tilney, a son,

Robert W. Tilney, A son,

Georgianna S. Kirkbride, a daughter,

Mary C. Tilney, a daughter and

Mrs. Harriet Sheldon, a daughter,

and that at his death, the said John S. Tilney, left him surviving no children of deceased children or adopted children.

Further deponent saith not.

I. Sheldon Tilney

Subscribed and sworn to before me this 11th day of December 1930,

(L.S.)

Edwin E. Leonhard, Notary Public,  
Westchester Co.

Certificate filed in New York.

County No. 416 Reg. No. 2 L. 34

My commission expires March 30, 1932.

"Commission expires March 30, 1932."

To open and establish Rockhill  
Road and Holmes Street, from  
Meyer Boulevard to Southern  
City Limits.

In the City Clerk's Office  
at Kansas City, Missouri,

Approved July 13, 1925.

Ord. # 50018.

BE IT ORDAINED BY THE COMMON COUNCIL OF KANSAS CITY.

SECTION 1. That Public Boulevards in Kansas City, Missouri, be and the same are hereby opened, and established in the Southwest Park District, the boundary lines of which are more particularly described as follows, to-wit:-

FIRST: Beginning at a point in the South line of Meyer Boulevard, 65 feet East of the East line of Campbell thence in a south-westerly direction along a curve to the left from the South line of Meyer Boulevard as a tangent with a radius of 50 feet to a point 15 feet East of the East line of Campbell Street and 50 feet South of the South line of Meyer Boulevard, thence South along a line 15 feet East of and parallel with the East line of Campbell Street, North of 65th Street, and said line prolonged South to a point 228.14 feet South of the North line of Southeast 1/4 of the Southeast 1/4 of Section 5,

Township 48, Range 33, thence in a Southwesterly direction along a curve to the right from the last described line as a tangent with a radius of 540 feet (central angle  $48^{\circ} 10' 56''$ ) 454.11 feet thence in a Southwesterly direction along a line tangent to the last described curve 549.44 feet thence in a Southwesterly direction along a curve to the left from the last described line as a tangent with a radius of 200 feet (central angle  $48^{\circ} 11' 56''$ ) 168.25 feet to a point 40 feet East of the West line and 163.61 feet North of the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 5, thence on a Southwesterly direction to a point 40 feet West of the East line and 124.32 feet North of the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 5, thence in a Northwesterly direction along a curve to the left from a line 40 feet West of and parallel with the East line of Southwest 1/4 of Southeast 1/4 of said Section 5, as a tangent with a radius of 25 feet (central angle  $131^{\circ} 48' 04''$ ) 57.51 feet thence in a Northwesterly direction to a point 235.9 feet North of the South line and 96.77 feet West of the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 5, thence in a Northerly direction along a curve to the left from a tangent which makes a Southwest angle of ( $48^{\circ} 11'$  and  $56''$ ) with the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 5 (central angle  $40^{\circ} 11' 56''$ ) 168.25 feet to a point 386.09 feet North of the South line and 30 feet West of the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 5, thence in a Northeasterly direction to a point 407.16 feet North of the South line and 30 feet East of the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 5, thence in a Southeasterly direction along a curve to the left from a line 30 feet East of and parallel with the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 5, as a tangent with a radius of 25 feet (central angle  $131^{\circ} 48' 04''$ ) 57.51 feet thence in a Northeasterly direction along a line tangent to the last described curve 524.9 feet thence in a Northeasterly direction along a curve to the left from the last described line as a tangent with a radius of 460 feet (central angle  $48^{\circ} 10' 56''$ ) 386.83 feet to a point 15 feet West of the West line of Campbell Street, and 229.46 feet South of the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 5, thence North along a line 15 feet West of and parallel with the West line of Campbell Street to a point 50 feet South of the South line of Meyer Boulevard, thence in a Northwesterly direction along a curve to the left from the last described line as a tangent with a radius of 50 feet to a point in the South line of Meyer Boulevard, 65 feet West of the West line of Campbell Street thence East along the South line of Meyer Boulevard 180 feet to point of beginning.

All of said land described above is selected and designated for boulevard purposes, and is to be known and designated as Rockhill Road.

SECOND: Holmes Road, and also the following described tract of land, beginning at a point 40 feet East of the West line and 163.61 feet North of the South line of the Southeast 1/4 of Southeast 1/4 of Section 5, Township 48, Range 33, thence South along a line 40 feet East of parallel with the West line of the East 1/2 of the East 1/2 of Sections 5, 8 and 17, Township 48, Range 33, West to the Southern boundary line of Kansas City, Missouri, thence West along the Southern boundary line of Kansas City, Missouri, 80 feet, thence North along a line 40 feet West of and parallel with the East line of the West 1/2 of the East 1/2 of said Section 17, 8 and 5 to a point 124.32 feet North of the South line of said Section 5, thence in a Northeasterly direction to the point of beginning (all of said land described in paragraph marked 2nd) is selected and designated for boulevard purposes and is to be known and designated as Holmes Road.

To Treasurer February 26, 1926.

Oak-Meyer Gardens  
Homes Association.

D E C L A R A T I O N.  
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 development of such land for such purposes, and for the creation and maintenance 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 TERMS 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.

NINTH: 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, made 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 meetings 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 powers 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 )  
County of Jackson ) ss

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 hand and notarial seal.

My commission expires Feb. 25, 1930.

(L.S.)

F. A. Guy, Notary Public.

John S. Tilney, and  
Georgiana E. Tilney, his wife,  
of \_\_\_\_\_ County, New Jersey,

To

Kansas City,  
a Municipal Corporation,

QUIT CLAIM DEED

Dated August 13, 1926.  
Filed January 18, 1927.  
Book B 2678, Page 394.  
No. A-325872.  
Cons. \$1.00 and other  
valuable considerations.

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

All of the South 25 feet of the Northwest quarter of the  
Northeast quarter of Section 8, Township 48, Range 33, in Kansas City,  
Jackson County, Missouri, to be used forever as a public street.

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

Witness hands and seals.

John S. Tilney, (Seal)  
Georgiana E. Tilney, (Seal)

State of New Jersey)  
County of Essex } ss.

On this 23rd day of August 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 acknowledged that they executed  
the same as their free act and deed.

Attest hand and official seal.  
(L.S.)

Harold N. Congleton, Notary  
Public in and for said County  
and State.

My term expires February 20th, 1928.

An Ordinance accepting a Quit Claim  
Deed from John S. Tilney and  
Georgiana E. Tilney, his wife, for a  
certain tract of land to be used as  
a public street in Kansas City, Jackson  
County, Missouri

ORDINANCE

Filed January 18, 1927.  
Book B 2755, Page 23  
No. A-325871

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY;

SECTION 1. That a quit claim deed, dated August 13, 1926,  
from John S. Tilney and Georgiana E. Tilney, his wife, to Kansas City,  
Missouri, for the following described tract or parcel of land situate  
in Kansas City, Jackson County, Missouri, to-wit:

All of the South 25 feet of the Northwest quarter of the  
Northeast 1/4 of Section 8, Township 48, Range 33, in Kansas City,  
Jackson County, Missouri, for use as a public street, be, and the  
same is hereby accepted.

SECTION 2. That the sum of One Dollar is hereby appropriated  
out of the General Revenue Fund, 1926, to John S. Tilney and Georgiana  
E. Tilney, his wife, to pay the compensation mentioned in said deed.

I hereby certify that there is a balance, otherwise unincum-  
bered, to the credit of the appropriation to which the foregoing ex-  
penditure is to be charged, and a cash balance otherwise unincumbered  
in the treasury, to the credit of the fund from which payment is to be  
made, each sufficient to meet the obligation hereby incurred.

Ben Jaudon, Director of Finance  
Authenticated as passed this October 18, 1926

A. I. Beach, Mayor,  
Chas. W. Regan, City Clerk, (L.S.)  
By: A. Haney, Deputy City Clerk

BLOCKS 7 and 8 of  
ARMOUR HILLS GARDENS

DECLARATION OF RESTRICTIONS  
Dated July 8th, 1930  
Filed July 9th, 1930  
at 11:16 A.M.  
Book B 2979, Page 316  
No. A-449076

WHEREAS, The J. C. Nichols Investment Company, a corporation having heretofore executed a plat of Armour Hills Gardens, which plat was recorded on the 8th day of July, 1930, in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, under Recorder's Document No. A-448915, and having heretofore dedicated to the public all of the streets and terraces for street purposes as are shown thereon, now desires to place certain restrictions on said lots for the use and benefit of the present owners 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 said lots in Armour Hills Gardens 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 or terrace of whatever name, which is shown on the recorded plat of Armour Hills Gardens, and which has been heretofore dedicated to the public for the purposes of a public street.

The word "outbuilding" shall mean an inclosed, 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 the lots in Armour Hills Gardens shall be taken and held to agree and covenant with the owner of the lots shown on said plat, 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 twenty-five years from January 1st, 1930, 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 designed for occupancy by a single family. Any residence erected on any of said lots

prior to January 1st, 1955, shall be a bungalow or one story residence, provided, however, that a residence other than a bungalow or one story residence may be erected thereon prior to January 1st, 1955, with the consent in writing of The J. C. Nichols Investment Company.

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:-

IN BLOCK 7.

Lots 1 to 16, both inclusive, on Locust Street. Lots 17 to 32, both inclusive, on Oak Street.

IN BLOCK 8.

Lots 1 to 14, both inclusive, on Cherry Street. Lots 19 to 35, both inclusive, on Locust Street.

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:-

IN BLOCK 7.

On Lots 2 to 15, both inclusive, on Locust Street. On Lots 18 to 31, both inclusive, on Oak Street. On Lot 1, on both Locust Street and 66th Street Terrace. On Lot 16, on both Locust Street and 68th Street Terrace. On Lot 17, on both Oak Street and 68th Street Terrace. On Lot 32, on both Oak Street and 66th Street Terrace.

In Block 8.

On Lots 2 to 14, both inclusive, on Cherry Street. On Lots 19 to 34, both inclusive on Locust Street. On Lot 1 on both Cherry Street and 66th Street Terrace. On Lot 35, on both Locust Street and 66th Street Terrace.

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 \$6500.00.

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 45 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 five feet below the minimum number of feet required for each residence as set forth above.

# SECTION 9.

## SET BACK OF RESIDENCES FROM STREETS.

(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 said plat of Armour Hills 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 ten 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 Armour Hills 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 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. 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 No. 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 in this addition, shall not occupy more than 80% 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% 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, 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 SET BACK FROM STREETS.

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 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 fifteen feet nearer to the side street, than is provided for above. It is provided, further, that the provisions of Section 6, 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.

The entrance to any garage, whether attached or detached, which may be erected or maintained on Lots 1 and 32 in Block 7 and on Lots 1 and 35 in Block 8, or on either of them, or any part or parts thereof, shall be from the front of the lot or lots upon which it or they are erected, unless otherwise approved in writing by The J.C. Nichols Investment Company, its successors or assigns.

#### 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 said lots, except Lot 14 in Block 8, shall occupy more than 50% 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 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 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% 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% of the width of the lot, measured along the rear line thereof; and provided, further, that 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% of the width of the lot upon which it is erected, measured along the rear line thereof. The maximum width of any outbuilding and the maximum combined width of any outbuildings erected on Lot 14 in Block 8, shall not exceed 20 feet without the consent in writing of The J.C. Nichols Investment Company. 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 BY NEGROES PROHIBITED

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

SECTION 11.

BILL BOARDS PROHIBITED

No signs, advertisements, bill boards 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 sign board on each lot, or tract as sold and conveyed, which sign board shall not be more than five 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 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

At anytime hereafter, The J.C. Nichols Investment Company, may if it so elects, but it shall not be bound so to do, place similar and corresponding restrictions as are herein set forth on all or any part of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 8, Township 48, Range 33, and also all or any part of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 5, Township 48, Range 33, in Jackson County, Missouri, exclusive of those parts thereof included in the plat of Blocks 7 and 8 of Armour Hills Gardens. If and when such similar and corresponding restrictions are placed on all or 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 restriction 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 then conveyed, 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 for a period of 25 years from January 1st, 1930, and shall automatically be continued thereafter for successive periods of 25 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, 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 25 year period or of any such successive 25 year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for this purpose and filing the same of record in the office of the Recorder of Deeds in Jackson County, Missouri, at least 5 years prior to the expiration of this first 25 year period, or of any 25 year period thereafter. Provided, however, that the same provision 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 any be so restricted.

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 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, and the owner or owners of any of the above land 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 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, 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 President and its corporate seal to be hereto affixed, this 8th day of July, 1930.

(Corporate Seal)

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

State of Missouri)  
County of Jackson)ss.

On this 8th day of July, 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 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 notarial seal.

My commission expires;-Feb. 25th, 1934

(L.S.)

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

To accept Quit Claim  
Deed for Sewer Right  
of Way

ORDINANCE  
Dated August 8, 1930.  
Filed November 14, 1930.  
Book B 3001, Page 502.  
No. A-458746

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY MISSOURI:

SECTION 1. That the Quit Claim Deed for sewer right of way given to Kansas City by the following Company and to the following described property be and the same is hereby accepted.

The J.C. Nichols Investment Co., a corporation: A tract of land in the Northwest quarter of the Northeast quarter of Section 8, Township 48, North Range 33 West, 15 feet wide, and lying within seven and five tenths feet on each side of the following described center line exclusive of Streets, Boulevards and existing sewer rights of way: Beginning at a point on the center line of Oak Street, 135.39 feet North of the intersection of the center line of Oak Street with the center line of Rockhill Road; thence Northeasterly along a line which makes a Northeast angle with said center line of Oak Street of forty seven degrees fifty minutes a distance of eighty two and seventeen hundredths feet; thence along a curve to the right with a radius of 100 feet and a central angle of  $43^{\circ} 02'$  a distance of 75.11 feet; thence East along a line tangent to the last described curve a distance of 132.55 feet; thence along a curve to the left with a radius of 100 feet and a central angle of  $57^{\circ} 07'$  a distance of 99.69 feet, the end of curve.

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 or warrants to pay the consideration named in said deed amounting in all to one dollar.

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

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, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Date: August 8th, 1930.

APPROVED AS TO FORM:  
Roy B. Cunningham,  
Asst. City Counselor

A.L. Darby, Director of Finance  
F.W.F.

APPROVED:  
M.S. Murray, Director of  
Public Works

APPROVED:  
H.F. McElroy, City Manager

(L.S.)

Authenticated as Passed this  
August 18, 1930  
Bryce B. Smith, Mayor

Chas. W. Regen, City Clerk  
By: L.C. Nave, Deputy City Clerk

State of Missouri)  
:ss.  
County of Jackson)

On the 28th day of August, 1930, before me, a Notary Public, in and for said County, personally appeared Chas. W. Regen, to me known to be the City Clerk of Kansas City, Mo., in the above and fore-

going ordinance mentioned, and acknowledged the said ordinance to be the act and deed of said Kansas City, duly ordained by the 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 August 26th, 1934.

(L.S.)

N. Cary Mehl, Notary Public  
within and for Jackson County,  
Missouri

#### COMMITTEE REPORT

To the Honorable Council of Kansas City, Missouri:

Your public improvement committee recommends that the within ordinance do pass.

Chairman, Chas. H. Clark)	17111
F.M. Eviston :Committee	
F.C. Beck )	17112

J.C. Nichols Investment Co.,  
a corporation

To

Kansas City, A  
Municipal Corporation  
of Jackson County, Missouri

SEWER RIGHT OF WAY DEED.

Dated July 31, 1930.

Filed November 14, 1930.

Book B 2993, Page 438.

# A-458747.

Cons. \$1.00 and other good and  
sufficient considerations.

#### KNOW ALL MEN BY THESE PRESENTS:

That the J.C. Nichols Investment Co., a corporation parties of the first part, for and in consideration of the sum of One Dollar, 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 tract of land in the Northwest quarter of the Northeast quarter of Section 8, Township 48, North Range 33, West, 15 feet wide, and lying within seven and five tenths feet on each side of the following described center line; exclusive of streets, Boulevards and existing sewer rights of way:

Beginning at a point on the center line of Oak Street, 135.39 feet North of the intersection of the center line of Oak Street with the center line of Rockhill Road, thence Northeasterly along which makes a Northeast angle with said center line of Oak Street of 47° 50' a distance of 82.17 feet, thence along a curve to the right with a radius of 100 feet and a central angle of 43° 02' a distance of 75.11 feet; thence East along a line tangent to the last described curve a distance of 132.55 feet; thence along a curve to the left with a radius of 100 feet and a central angle of 57° 07' a distance of ninety nine and sixty nine hundredths feet the end of curve.

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 any way interfere with the safe and unrestricted use by the parties of the first part, of the land above and adjacent to said sewer, except that said parties 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.

Attest hand and seal.

The J.C. Nichols Investment Co.  
(Seal)

(CORPORATE SEAL)

By: J.C. Nichols, Pres.

State of Missouri)

: ss

County of Jackson)

On this 31st day of July, 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 notarial seal.

My commission expires February 25th, 1934.

(L.S.)

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

Vacating parts of Rockhill Road between Oak Street and Holmes Street and accepting a deed from The J.C. Nichols Investment Company of certain lands to be added to Rockhill Road between Oak Street and Holmes Street and used for Boulevard purposes.

In the City Clerk's Office at Kansas City, Missouri.  
Effective May 14, 1931.

Ordinance #2321.

#### VACATION NOTICE

Public notice is hereby given that on the 18th day of February 1931, The J.C. Nichols Investment Company, a corporation, by J.C. Nichols, its President, filed with the City Clerk of Kansas City, Missouri, their verified Petition to vacate the following described tracts of land:

#### TRACT NUMBER ONE

Beginning at a point on the East line of Oak Street 784.68 feet South of the Northwest corner of the Northeast quarter of Section 8, Township 48, Range 33; thence Southerly and Easterly on a curve to the left, tangent to the East line of Oak Street, at point of

beginning and having a radius of 20 feet, a distance of 42.80 feet; thence on a curve to the left having a common tangent to the last described curve and having a radius of 650 feet, a distance of 104.15 feet; thence Northeasterly tangent to the last described curve, a distance of 382.25 feet; thence Southwesterly making a deflection angle of  $165^{\circ} 30' 38''$  to the right from the last described course, a distance of 136.16 feet; thence Southwesterly on a curve to the right, tangent to the last described course and having a radius of 560 feet, a distance of 372.55 feet; thence Westerly and Northerly on a curve to the right, having a common tangent with the last described curve and having a radius of 25 feet, a distance of 47.20 feet; said point being in the East line of Oak Street 8.80 feet South of point of beginning; thence North 8.80 feet to point of beginning.

#### TRACT NUMBER TWO

Beginning at a point on the East line of Oak Street 947.71 feet South of the Northwest corner of the Northeast quarter of Section 8, Township 48, Range 33, said point being the old intersection of the Southerly line of Rockhill Road as now established with the East line of Oak Street; thence Northeasterly along the Southerly line of Rockhill Road as now established, a distance of 81.15 feet; thence Southwesterly, making a deflection angle to the left of  $156^{\circ} 43' 22''$  from the last described course a distance of 38.62 feet; thence Southwesterly and Southerly on a curve to the left from the last described course as a tangent and having a radius of 35 feet a distance of 43.66 feet, said point being on the East line of Oak Street 8.61 feet North of point of beginning; thence South 8.61 feet to point of beginning.

#### TRACT NUMBER THREE

Beginning at a point on the West line of Holmes Road 124.32 feet North of the South line of Section 5, Township 48, Range 33, thence Northerly, Westerly and Southwesterly on a curve to the left from the West line of Holmes Road as a tangent and having a radius of 25 feet, a distance of 57.48 feet; thence Southwesterly along the Southerly line of Rockhill Road tangent to the last described curve a distance of 992.11 feet; thence Northeasterly, making a deflection angle of  $165^{\circ} 30' 38''$  to the right from the last described course a distance of 81.41 feet; thence Northeasterly on a curve to the right from the last described course as a tangent and having a radius of 1,106 feet, a distance of 424.22 feet; thence Northeasterly along a line tangent to the last described curve a distance of 184.73 feet; thence Northeasterly on a curve to the left from the last described course as a tangent and having a radius of 2,587 feet, a distance of 311.13 feet; thence Easterly and Southerly on a curve to the right having a common tangent with the last described curve and having a radius of 25 feet a distance of 57.24 feet said point being on the West line of Holmes Road 0.71 feet North of the point of beginning, thence South 0.71 feet to the point of beginning, all in the said Kansas City, Jackson County, Missouri.

If no opposition is made to said petition within twenty (20) days from February 21st, 1931, the Council of Kansas City, Missouri, may by ordinance, vacate said tracts of land as herein described.

Chas. W. Regan, City Clerk

By: J. V. O'Donnell, Deputy City Clerk.

#### AFFIDAVIT OF PUBLICATION

State of Missouri)

: ss

County of Jackson)

I, James T. Bradshaw, of Kansas City, Missouri, of lawful age,

being duly sworn, says that he is Publisher of the Kansas City Daily Democrat, a newspaper published Daily, except Sundays, in Kansas City, Jackson County, Missouri, and that the Notice of Vacation Notice by J.C. Nichols Inv. Co., a true copy of which is hereto attached to this Affidavit of Publication, was duly published in the Daily Edition of said Kansas City Daily Democrat twenty (20) days beginning Feb. 20, 1931, and in each of the following issues thereafter, to and including March 14, 1931 being Numbers 219 to 238 both inclusive, of Volume Five of said newspaper.

Jas. T. Bradshaw

Subscribed and sworn to before me this 14th day of March 1931, and I certify that I am duly qualified as a Notary Public and that my term expires Sept. 10th. 1934.

(LS.)

John M. Hale, Notary Public  
in and for Jackson County,  
Missouri.

An Ordinance vacating parts of Rockhill Road between Oak Street and Holmes Street and accepting a deed from The J.C. Nichols Investment Company of certain lands to be added to Rockhill Road between Oak Street and Holmes Street and used for boulevard purposes.

ORDINANCE

Filed July 25, 1931  
Book B 3030, Page 588  
# A-477340

Whereas, the Board of Park Commissioners of Kansas City, Missouri, is desirous of making certain changes and modifications in the alignment of Rockhill Road between Oak Street and Holmes Street in Kansas City, Missouri, in order to obtain a better alignment for the road, better grades and to lessen the expense of certain necessary drainage and sewer construction along the line of said road, and,

Whereas, in order to make said changes and modifications it is necessary that the owner of the private property abutting on said Rockhill Road as heretofore dedicated, convey to Kansas City, for boulevard purposes, additional tracts or strips of land, and

Whereas, The J.C. Nichols Investment Company is willing to do so on condition that Kansas City concurrently vacate said tracts or strips of land as Kansas City cannot use in the proposed relocation of said boulevard, and,

Whereas, the said The J.C. Nichols Investment Company, the owner of all the real estate fronting and abutting on said Rockhill Road between Oak Street and Holmes Road, has petitioned the Council of Kansas City to pass an ordinance vacating certain parts of said Rockhill Road between Oak Street and Holmes Road in Kansas City, Missouri, hereinafter described, and,

Whereas, in consideration of said vacation and concurrently with the passage of an ordinance vacating that part of said Rockhill Road above described, said The J.C. Nichols Investment Company has agreed to convey to Kansas City for boulevard purposes as a part of said Rockhill Road between Oak Street and Holmes Road, the tracts of land hereinafter described, and,

Whereas, the Board of Park Commissioners has by resolution duly adopted, recommended to the Council that certain parts of said streets be vacated and that said deed from The J.C. Nichols Investment Company be accepted, and,

Whereas, the consent of the owner of all of the property fronting on that part of Rockhill Road proposed to be vacated, acknowledged as deeds conveying real estate in this state are required to be acknowledged, has been obtained and duly filed with said petition in the Clerk's office, and,

Whereas, the City Plan Commission of Kansas City, Missouri has recommended the passage of this ordinance as evidenced by the signature of the Chairman thereof approving such ordinance endorsed thereon,

NOW, THEREFORE, BE IT ORDAINED by the Council of Kansas City;

SECTION 1. That the following described tracts of land heretofore dedicated to Kansas City for boulevard purposes as part of Rockhill Road, to-wit:

#### TRACT NUMBER ONE

Beginning at a point on the East line of Oak Street 784.68 feet South of the Northwest corner of the Northeast quarter of Section 8, Township 48, Range 33; thence Southerly and Easterly on a curve to the left, tangent to the East line of Oak Street, a point of beginning, and having a radius of 20 feet, a distance of 42.80 feet; thence on a curve to the left having a common tangent to the last described curve and having a radius of 650 feet, a distance of 104.15 feet; thence Northeasterly tangent to the last described curve, a distance of 382.25 feet; thence Southwesterly, making a deflection angle of  $165^{\circ} 30' 38''$  to the right from the last described course, a distance of 136.16 feet; thence Southwesterly on a curve to the right, tangent to the last described course and having a radius of 560 feet, a distance of 372.55 feet; thence Westerly and Northerly on a curve to the right, having a common tangent with the last described curve and having a radius of 25 feet, a distance of 47.20 feet; said point being in the East line of Oak Street 8.80 feet South of point of beginning; thence North 8.80 feet to point of beginning.

#### TRACT NUMBER TWO

Beginning at a point on the East line of Oak Street 947.71 feet South of the Northwest corner of the Northeast quarter of Section 8, Township 48, Range 33, said point being the old intersection of the Southerly line of Rockhill Road as now established with the East line of Oak Street; thence Northeasterly along the Southerly line of Rockhill Road as now established, a distance of 81.15 feet; thence Southwesterly, making a deflection angle to the left of  $156^{\circ} 43' 22''$  from the last described course a distance of 38.62 feet; thence Southwesterly and Southerly on a curve to the left from the last described course as

a tangent and having a radius of 35 feet a distance of 43.66 feet, said point being on the East line of Oak Street 8.61 feet North of point of beginning; thence South 8.61 feet to point of beginning.

#### TRACT NUMBER THREE

Beginning at a point on the West line of Holmes Road 124.32 feet North of the South line of Section 5, Township 48, Range 33, thence Northerly, Westerly and Southwesterly on a curve to the left from the West line of Holmes Road as a tangent and having a radius of 25 feet, a distance of 57.48 feet; thence Southwesterly along the Southerly line of Rockhill Road tangent to the last described curve, a distance of 992.11 feet; thence Northeasterly, making a deflection of  $165^{\circ} 30' 38''$  to the right from the last described course a distance of 81.41 feet; thence Northeasterly on a curve to the right from the last described course as a tangent and having a radius of 1106 feet, a distance of 424.22 feet; thence Northeasterly along a line tangent to the last described curve a distance of 184.73 feet; thence Northeasterly on a curve to the left from the last described course as a tangent and having a radius of 2587 feet, a distance of 311.13 feet; thence Easterly and Southerly on a curve to the right having a common tangent with the last described curve and having a radius of 25 feet a distance of 57.24 feet, said point being on the West line of Holmes Road 0.71 feet North of the point of beginning; thence South 0.71 feet to the point of beginning., be and the same are hereby vacated.

SECTION 2. That Kansas City accepts from The J.C. Nichols Investment Company, a Warranty Deed dated March 31, 1931, herewith submitted covering the following described real estate, which is conveyed to the City for boulevard purposes, in lieu of Tracts 1, 2 and 3 above, to-wit:

#### TRACT A

Beginning at a point on the West line of Holmes Road 386.20 feet North of the South line of Section 5, Township 48, Range 33, thence Southwesterly along a curve to the right tangent to the West line of Holmes Road at point of beginning, and having a radius of 200 feet, a distance of 168.48 feet; thence Southwesterly along the North line of Rockhill Road as now established tangent to the last described curve, a distance of 1053.28 feet; thence Northeasterly making a deflection angle of  $165^{\circ} 30' 38''$  to the right from the last described course, a distance of 70.24 feet; thence Northeasterly on a curve to the right from the last described course as a tangent and having a radius of 1186 feet, a distance of 454.91 feet; thence Northeasterly tangent to the last described curve, a distance of 184.73 feet; thence Northeasterly on a curve to the left from the last described course as a tangent and having a radius of 2507 feet, a distance of 353.43 feet; thence Northeasterly and Northerly along a curve to the left, having a common tangent point with the last described curve and having a radius of 200 feet, a distance of 166.42 feet, said point being on the West line of Holmes Road 0.48 feet North of the point of beginning; thence South 0.48 feet to the point of beginning.

#### TRACT B

Beginning at a point on the Southerly line of Rockhill Road, as now established, 81.15 feet Northeasterly of the East line of Oak Street, measured along the southerly line of said Rockhill Road;

thence Northeasterly along the Southerly line of said Rockhill Road a distance of 535.39 feet; thence Southwesterly making a deflection angle of 165° 30' 38" to the right from the last described course, a distance of 124.99 feet; thence Southwesterly on a curve to the right from the last described course as a tangent and having a radius of 640 feet, a distance of 421.85 feet; thence Southwesterly along a tangent to the last described curve a distance of 1.01 feet to the point of beginning.

All ordinances or parts of ordinances in conflict with this ordinance, are hereby repealed.

Form Approved  
J.C. Petherbridge,  
Assistant City Counselor

Authenticated as Passed this  
May 4, 1931  
Bryce B. Smith, Mayor  
Chas. W. Regan, City Clerk  
J.J. Donohue, Deputy City Clerk

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

(LS)

State of Missouri )

:ss

County of Jackson )

On the 14th day of May, 1931, 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 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 August 26th, 1934.

(L.S.)

N. Cary Mehl, Notary Public,  
within and for Jackson County,  
Missouri.

#### COMMITTEE REPORT

TO THE HONORABLE COUNCIL OF KANSAS CITY, MISSOURI

Your public improvement committee recommends that the within ordinance do pass.

Chairman Chas. H. Clark  
F.M. Eviston  
F.C. Beck

18622

18623

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

To

Kansas City, a  
Municipal Corporation, of  
Jackson County, Missouri.

#### WARRANTY DEED

Dated March 31, 1931  
Filed June 25, 1931  
Book B 3049, Page 170  
# A-477341  
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;

A tract of land more particularly described as follows,  
to-wit:

Beginning at a point on the West line of Holmes Road 386.20 feet North of the South line of Section 5, Township 48, Range 33, thence Southwesterly along a curve to the right tangent to the West line of Holmes Road at point of beginning and having a radius of 200 feet, a distance of 168.48 feet; thence Southwesterly along the North line of Rockhill Road as now established tangent to the last described curve, a distance of 1053.28 feet; thence Northeasterly making a deflection angle of  $165^{\circ} 30' 38''$  to the right from the last described course, a distance of 70.24 feet; thence Northeasterly on a curve to the right from the last described course, as a tangent and having a radius of 1186 feet, a distance of 454.91 feet; thence Northeasterly tangent to the last described curve a distance of 184.73 feet; thence Northeasterly on a curve to the left from the last described course as a tangent and having a radius of 2507 feet, a distance of 353.43 feet; thence Northeasterly and Northerly along a curve to the left, having a common tangent point with the last described curve and having a radius of 200 feet a distance of 166.42 feet, said point being on the West line of Holmes Road 0.48 feet North of the point of beginning; thence South 0.48 feet to the point of beginning.

And also a tract of land more particularly described as follows, to-wit:

Beginning at a point on the Southerly line of Rockhill Road, as now established 81.15 feet Northeasterly of the East line of Oak Street, measured along the Southerly line of said Rockhill Road; thence Northeasterly along the Southerly line of said Rockhill Road a distance of 535.39 feet; thence Southwesterly making a deflection angle of  $165^{\circ} 30' 38''$  to the right from the last described course a distance of 124.99 feet; thence Southwesterly on a curve to the right from the last described course as a tangent and having a radius of 640 feet a distance of 421.85 feet; thence Southwesterly along a tangent to the last described curve a distance of 1.01 feet to the point of beginning. Both of said tracts to be used forever for boulevard purposes.

To Have and To Hold the same 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.

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

(CORPORATE SEAL)

Frank R. Grant, Assistant  
Secretary

The J.C. Nichols Investment  
Company.

By: J.C. Nichols, President

State of Missouri)

: ss

County of Jackson)

On this 31st day of March 1931, 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.

(L.S.)

F.A. Guy, Notary Public

My commission expires February 25th, 1934.

NOTE: 66th Street Terrace as shown on Plat (Page 1 of this Abstract) was dedicated on the plat of Blocks 7 and 8, of Armour Hills Gardens, which plat was filed for record on July 8, 1930, under Document No. A-448915, and recorded in Book B 24, page 7.

THE J. C. NICHOLS INVESTMENT  
COMPANY.

DECLARATION  
Dated May 7, 1934  
Filed May 14, 1934  
Book B 3148, page 229  
No. A-531954

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 No. 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 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, 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 parts 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)

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.

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.

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

to

Kansas City,  
a Municipal Corporation,  
of Jackson County, Missouri.

WARRANTY DEED

Dated October 8, 1935  
Filed January 30, 1936,  
Book B 3243 page 371  
No. A-570476  
Consideration \$1.00 and  
other val. cons.

Grant, bargain and sell, unto the said party of the second  
part, the following land in Jackson County, Missouri, to-wit:

A strip of land 52 feet wide in the southwest  $\frac{1}{4}$  of the  
southeast  $\frac{1}{4}$  of Section 5, Township 48, Range 33, in Kansas City,  
Jackson County, Missouri, being 26 feet on each side of a center line  
described as follows: Beginning at a point on the north line which  
is 728.46 feet east of the northwest corner of said  $\frac{1}{4}$   $\frac{1}{4}$  Section;  
thence Southeasterly along a line which makes a southeast angle of  
81 degrees, 44 minutes, 9 seconds with the north line of said  $\frac{1}{4}$   $\frac{1}{4}$   
Section, a distance of 170.35 feet; thence continuing Southeasterly,  
Southerly and Southwesterly along a curve to the right, from the last  
described course as a tangent, having a radius of 1210 feet, a  
distance of 501.41 feet; thence continuing Southwesterly along a line  
tangent to the last described curve, a distance of 219.63 feet to a  
point on the center line of 66th Street Terrace, as now established,  
said point being 648.86 feet east of the west line of said  $\frac{1}{4}$   $\frac{1}{4}$   
Section, except that part in 65th Street, and in 66th Street Terrace,  
to be used forever as a public street to be known as Cherry Street;

And also, a strip of land 50 feet wide in the northwest  $\frac{1}{4}$   
of the southeast  $\frac{1}{4}$  of Section 5, Township 48, Range 33, in Kansas  
City, Jackson County, Missouri, and being 25 feet on each side of  
the following described center line: Beginning at a point on the  
South line which is 583.04 feet west of the southeast corner of said  
 $\frac{1}{4}$   $\frac{1}{4}$  Section; thence northwesterly along a line that makes a Northwest  
angle of 81 degrees, 44 minutes, 9 seconds with the South line of said  
 $\frac{1}{4}$   $\frac{1}{4}$  section, a distance of 151.38 feet to a point on the South line  
of Block 7, 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, and except that part in 65th Street, to be used forever as a public street to be known as Cherry Street;

And also, all of the east 2 feet of Lots 1 to 14, both inclusive, in Block 8, Armour Hills 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, more particularly described as follows: Beginning at a point on the South line of 66th Street Terrace, as now established, said point being 2 feet Westerly, measured at right angles, from the Westerly line of Cherry Street, as now established; thence Southerly along a line 2 feet Westerly from and parallel with the Westerly line of said Cherry Street, a distance of 690 feet, more or less, to a point on the Northerly line of Rockhill Road, as now established; thence Northeasterly along the Northerly line of said Rockhill Road to the Westerly line of said Cherry Street; thence Northerly along the Westerly line of said Cherry Street, a distance of 688.35 feet to the South line of said 66th Street Terrace; thence West along the South line of said 66th Street Terrace to the point of beginning, to be used forever, as a public street to be known as Cherry Street;

And also, a strip of land 1 foot wide east of and adjacent to the easterly line of Cherry Street, as now established, and being more particularly described as follows: Beginning at the intersection of the easterly line of said Cherry Street with the Northerly line of Rockhill Road, as now established; thence Northerly along the Easterly line of said Cherry Street, a distance of 644.62 feet to a point on the Easterly prolongation of the South line of 66th Street Terrace, as now established; thence East along the Easterly prolongation of the south line of said 66th Street Terrace to a point which is 1 foot Easterly from, measured at right angles, the Easterly line of said Cherry Street; thence Southerly along a

line 1 foot Easterly from and parallel with the Easterly line of said Cherry Street, a distance of 643 feet, more or less, to a point on the Northerly line of said Rockhill Road, thence Southwesterly along the Northerly line of said Rockhill Road to the point of beginning, to be used forever as a public street to be known as Cherry Street;

And also a strip of land 53 feet wide in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 48, Range 33, in Kansas City, Jackson County, Missouri, being 26 feet on the west side and 27 feet on the east side of a center line described as follows: Beginning at a point in the south line which is 915 feet East of the Southwest corner of said  $\frac{1}{4}$   $\frac{1}{4}$  Section, said point being in the center line of 69th Street; thence North along a line parallel with the West line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section, a distance of 154.91 feet; thence continuing in a Northerly and Northwesterly direction along a curve to the left from the last described course, as a tangent, the radius of which is 1100 feet, a distance of 550.36 feet; thence continuing in a Northwesterly direction tangent to the last described curve, a distance of 185.21 feet; thence continuing in a Northwesterly direction along a curve to the right from the last described course as a tangent, the radius of which is 800 feet, a distance of 160 feet, more or less, to the Southerly line of Rockhill Road as now established, except that part in 69th Street, to be used forever, as a public street to be known as Cherry Street.

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

First party covenants to warrant and defend against all lawful claims, except all taxes and assessments both general and special which cannot now be paid.

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  
By: J. C. Nichols, President.

Attest: Max R. Stone, Secy.

State of Missouri)  
County of Jackson) -ss

On this 8th day of October, 1935, 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 notarial seal.

(seal)

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

Term expires February 26, 1938.

An Ordinance to Accept Corporation warranty deeds from The J. C. Nichols Investment Company to certain lands for public use as parts of Cherry Street, 66th Street, 66th Street Terrace, 65th Street Terrace, and Kenwood Avenue.

O R D I N A N C E  
Filed January 30, 1936  
Book B 3242 page 527  
No. A-570474

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

SECTION 1: That the corporation warranty deed executed by The J. C. Nichols Investment Company, a Missouri corporation, conveying to Kansas City, a Municipal Corporation of the County of Jackson and State of Missouri, the following described tracts of land, lying, being and situate in Kansas City, Jackson County, Missouri, to-wit:

A strip of land 52 feet wide in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 5, Township 48, Range 33, in Kansas City, Jackson County, Missouri, being 26 feet on each side of a center line described as follows: Beginning at a point on the North line which is 728.46 feet East of the Northwest corner of said  $\frac{1}{4}$   $\frac{1}{4}$  Section; thence Southeasterly along a line which makes a Southeast angle of 81 degrees, 44 minutes, 9 seconds, with the North line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section, a distance of 170.35 feet; thence continuing Southeasterly, Southerly and Southwesterly along a curve to the right, from the last described course as a tangent, having a radius of 1210 feet, a distance of 501.41 feet; thence continuing Southwesterly along a line tangent to the last described curve, a distance of 219.63 feet to a point on the center line of 66th Street Terrace as now established, said point being 648.86 feet East of the West line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section, except that part in 65th Street and in 66th Street Terrace, to be used forever as a public street to be known as Cherry Street;

And also, a strip of land 50 feet wide in the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 5, Township 48, Range 33, in Kansas City, Jackson County, Missouri, and being 25 feet on each side of the following described center line: Beginning at a point

on the South line which is 583.04 feet West of the Southeast corner of said  $\frac{1}{4}$   $\frac{1}{4}$  Section; thence Northwesterly along a line that makes a Northwest angle of 81 degrees, 44 minutes, 9 seconds, with the South line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section, a distance of 151.38 feet to a point on the South line of Block 7, 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, and except that part in 65th Street, to be used forever as a public street to be known as Cherry Street;

And also all of the east 2 feet of Lots 1 to 14, both inclusive, in Block 8, of Armour Hills 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, more particularly described as follows: Beginning at a point on the South line of 66th Street Terrace, as now established, said point being 2 feet Westerly, measured at right angles, from the Westerly line of Cherry Street, as now established; thence Southerly along a line 2 feet Westerly from and parallel with the Westerly line of said Cherry Street, a distance of 690 feet, more or less, to a point on the Northerly line of Rockhill Road, as now established; thence Northeasterly along the Northerly line of said Rockhill Road to the Westerly line of said Cherry Street; thence Northerly along the Westerly line of said Cherry Street, a distance of 688.35 feet to the South line of said 66th Street Terrace; thence West along the South line of said 66th Street Terrace to the point of beginning, to be used forever as a public street to be known as Cherry Street;

And also, a strip of land 1 foot wide East of and adjacent to the Easterly line of Cherry Street, as now established, and being more particularly described as follows: Beginning at the intersection of the Easterly line of said Cherry Street with the Northerly line of Rockhill Road, as now established; thence Northerly along the Easterly

line of said Cherry Street, a distance of 644.62 feet to a point on the Easterly prolongation of the South line of 66th Street Terrace, as now established; thence East along the Easterly prolongation of the South line of said 66th Street Terrace to a point which is 1 foot Easterly from, measured at right angles, the Easterly line of said Cherry Street; thence Southerly along a line 1 foot Easterly from and parallel with the Easterly line of said Cherry Street, a distance of 643 feet, more or less, to a point on the Northerly line of said Rockhill Road; thence Southwesterly along the Northerly line of said Rockhill Road to the point of beginning, to be used forever as a public street to be known as Cherry Street;

And also, a strip of land 53 feet wide in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 48, Range 33, in Kansas City, Jackson County, Missouri, being 26 feet on the West side and 27 feet on the East side of a center line described as follows: Beginning at a point in the South line which is 915 feet East of the Southwest corner of said  $\frac{1}{4}$   $\frac{1}{4}$  Section, said point being in the center line of 69th Street; thence North along a line parallel with the West line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section, a distance of 154.91 feet; thence continuing in a Northerly and Northwesterly direction along a curve to the left from the last described course, as a tangent, the radius of which is 1100 feet, a distance of 550.36 feet; thence continuing in a Northwesterly direction tangent to the last described curve, a distance of 185.21 feet; thence continuing in a Northwesterly direction along a curve to the right from the last described course as a tangent, the radius of which is 800 feet, a distance of 160 feet more or less, to the Southerly line of Rockhill Road as now established, except that part in 69th Street, to be used forever as a public street to be known as Cherry Street.

And also, a strip of land 52 feet wide in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 5, Township 48, Range 33, in Kansas City, Jackson County, Missouri, being 26 feet on each side of the following described center line: Beginning at a point on East line

which is 576.31 feet South of the Northeast corner of said  $\frac{1}{4} \frac{1}{4}$  Section; thence West along a straight line if produced to the west line of said  $\frac{1}{4} \frac{1}{4}$  Section would fall 595.88 feet South of the Northwest corner thereof, a distance of 1173.41 feet; thence Southwesterly along a curve to the left from the last described course as a tangent, having a radius of 326 feet, to the west line of said  $\frac{1}{4} \frac{1}{4}$  Section, except that part in Oak and Holmes Streets, to be used forever as a public street to be known as 66th Street; and also,

All that part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 5, Township 48, Range 33, in Kansas City, Jackson County, Missouri, described as follows: A strip of land 52 feet wide and being 26 feet on each side of the following described center line; Beginning at a point in the East line which is 452.32 feet North of the Southeast corner of said  $\frac{1}{4} \frac{1}{4}$  Section; thence West along a line which makes a Southwest angle of 90 degrees, 3 minutes, 32 seconds with the East line of said  $\frac{1}{4} \frac{1}{4}$  Section, and if produced West to the West line of said  $\frac{1}{4} \frac{1}{4}$  Section would fall 432.98 feet North of the Southwest corner of said  $\frac{1}{4} \frac{1}{4}$  Section, a distance of 662.28 feet to a point in the center line of Cherry Street as now established, except part now in Cherry Street and in Holmes Street, to be used forever as a public street to be known as 66th Street Terrace, and also

A strip of land 52 feet wide in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 5, Township 48, Range 33, in Kansas City, Jackson County, Missouri, being 26 feet on each side of the following described center line: Beginning at a point on the West line which is 303.88 feet South of the Northwest corner of said  $\frac{1}{4} \frac{1}{4}$  Section; thence East along a straight line to a point on the East line which is 284.31 feet south of the Northeast corner of said  $\frac{1}{4} \frac{1}{4}$  Section, except that part in Oak and Holmes Streets, to be used forever as a public street to be known as 65th Street Terrace; and also

A strip of land 52 feet wide being 26 feet on each side of a center line described as follows: Beginning at a point in the East

line which is 635.53 feet South of the Northeast corner of the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 48, Range 33, in Kansas City, Jackson County, Missouri, said point being in the center line of Holmes Road as now established; thence West at right angles to the center line of said Holmes Road, a distance of 103.21 feet; thence in a Westerly and Northwesterly direction along a curve to the right, from the last described course as a tangent, the radius of which is 175 feet, a distance of 174.59 feet; thence continuing in a Northwesterly direction along a curve to the right, having a common tangent with the last described curve, the radius of which is 500 feet, a distance of 205.95 feet; thence continuing in a Northerly direction, tangent to the last described curve a distance of 80 feet; thence continuing in a Northerly direction along a curve to the left, from the last described course as a tangent, the radius of which is 1500 feet, a distance of 200.71 feet; thence continuing in a Northwesterly direction, tangent to the last described curve, a distance of 111.50 feet; thence continuing in a Northerly direction along a curve to the right from the last described course as a tangent, the radius of which is 450 feet, a distance of 240.85 feet; thence continuing Northeasterly along a line tangent to the last described curve, a distance of 204.29 feet to a point on the center line of 66th Street Terrace, said point being 372.28 feet West of the East line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section; except that part in Holmes Road, Rockhill Road and 66th Street Terrace, to be used forever as a public street to be known as Kenwood Avenue.

BE AND THE SAME ARE 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 warrants to pay the considerations named in each deed amounting in all to the sum of Two Dollars.

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 21st day of October,  
1935.

26968

N.W. Hyland,  
Assistant Director of Public Works.  
Authenticated as Passed this Nov. 18,  
1935.

(seal)

Alfred N. Gossett, Acting Mayor,  
Chas. W. Regan, City Clerk  
By: L. C. Nave, Deputy City Clerk.

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

A. L. Darby, Director of Finance  
By: T. W. Forrester

The foregoing Ordinance approved as to form.

Marcy K. Brown, Jr.,  
Assistant City Counselor,

Approved:

H. F. McElroy, City Manager

Authenticated as Passed this Nov. 18,  
1935.

Alfred N. Gossett, Acting Mayor.

(seal)

Chas. W. Regan, City Clerk  
By: L. C. Nave, Deputy City Clerk.

State of Missouri)

-ss

County of Jackson)

On the 29th day of November, 1935, 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 Council of said City, and duly approved by the Mayor of said  
City, as therein stated.

Attest hand and official seal, the day and year first  
above written.

(seal)

N. Cary Mehl, Notary Public,  
Jackson County, Missouri.

Term expires August 27, 1938.

## ARMOUR HILLS GARDENS

P L A T  
 Filed September 22, 1936  
 Plat Book B  
 No. A-584700

This is a subdivision of all that part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 5, and all that part of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 48, Range 33, in Kansas City, Jackson County, Missouri, described as follows:

Beginning at the point of intersection of the East line of Oak Street with the North line of 66th Street Terrace as same are now established; thence North along the East line of Oak Street 110 feet; thence Northeasterly along a line that makes a Northeast angle of  $84^{\circ} 21' 10''$  with the East line of Oak Street 100.48 feet to a point which is 120 feet North of the North line of 66th Street Terrace; thence East along a line that deflects to the right  $5^{\circ} 42' 42''$  from the last described course, and parallel with the North line of 66th Street Terrace 534.43 feet to a point on the Westerly line of Cherry Street as now established; thence Southwesterly along the Westerly line of Cherry Street along a line which makes a Southwest angle of  $73^{\circ} 40'$  with the last described course 125.05 feet to the North line of 66th Street Terrace; thence West along the North line of 66th Street Terrace 599.13 feet to the point of beginning.

Also beginning at the Northeast corner of Lot 35, Block 8, Armour Hills Gardens, being a resurvey of Lots 1 to 14, inclusive, Block 8, Armour Hills Gardens, filed July 8, 1930, thence South 640 feet, to the Southeast corner of Lot 22, in said Block 8; thence Southwesterly along the Easterly line of Lots 21, 20 and 19, in said Block 8, 168.69 feet to the Southeast corner of said Lot 19; thence Southwesterly along the Southerly line of said Lot 19, 80 feet to the Southwest corner thereof, said point being on the Easterly line of Locust Street as now established; thence Southeasterly along the Easterly line of Locust Street along a curve to the left, having a radius of 205 feet, 66.19 feet; thence continuing Southeasterly along the Easterly line of Locust Street along a line tangent to the

last described curve, 64.40 feet to the Northerly line of Rockhill Road as now established; thence Northeasterly along the Northerly line of Rockhill Road 129.18 feet; thence continuing Northeasterly along the Northerly line of Rockhill Road along a curve to the right from the last described course as a tangent, having a radius of 1186 feet, 190.76 feet to the Westerly line of Cherry Street as now established; thence Northerly along the Westerly line of Cherry Street along a curve to the right having a radius of 1457 feet, 690.17 feet to the South line of 66th Street Terrace as now established; thence West along the South line of 66th Street Terrace 173 feet to the point of beginning.

Also beginning at the Northeast corner of Lot 1, Block 14, Armour Hills Gardens; thence Southeasterly along the Easterly line of Lots 1, 2, 3 and 4, 268.79 feet to the Southeast corner of said Lot 4; thence continuing Southeasterly along the Easterly line of Lots 5, 6, 7 and 8, 205.43 feet; thence continuing Southeasterly along the Easterly line of Lots 8, 9, 10, 11 and 12, 203 feet; thence South along the East line of Lots 12, 13, 14 and 15, 195.92 feet to the Southeast corner of said Lot 15, said point being on the North line of 69th Street as now established; thence East along the North line of 69th Street, 347.95 feet to a point which is 210 feet West of the East line of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 8; thence North along a line which makes a Northeast angle of  $90^{\circ} 53' 36''$  with the North line of 69th Street and being parallel with the East line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section 497.14 feet; thence Northwesterly along a line that deflects to the left,  $66^{\circ} 24' 38''$  from the last described course, 105 feet; thence continuing Northwesterly along a line that deflects to the right  $38^{\circ} 29'$  from the last described course, 249 feet; thence continuing Northwesterly along a line that deflects to the right  $9^{\circ} 00'$  from the last described course, 359.82 feet to a point which is on the Southerly line of Rockhill Road, as now established; thence Southwesterly along the Southerly line of Rockhill Road 369.76 feet to the point of beginning.

The undersigned proprietors of the above described tracts of land have caused the same to be subdivided in the manner shown on this plat which plat and subdivision shall hereafter be known as "Armour Hills 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, over or under, the strips of land marked right-of-way on this plat is hereby granted and the right for the construction and maintenance of sewers only along the strip of land marked Sewer Right-of-Way is hereby granted.

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

The undersigned proprietors of the above described tracts 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 Vice-President, in the absence of its President from the County and State and its corporate seal to be hereto affixed, and the undersigned proprietors have hereto subscribed their names.

Owners of Lot 1, Block 5,

Charles F. Wilson  
Lora E. Wilson

Owners of Lot 2, Block 5,

Gertrude M. Haist  
Charles T. Haist

Owners of Lot 4, Block 5,

George H. Thiele  
Wilma Bates Thiele

Owners of Lot 5, Block 5,

C.E. Bradley  
Kathaleen Bradley

Owners of Lot 6, Block 5,

William F. Giles  
Mary J. Giles

Owners of all except Lots 1, 2, 4,  
5 and 6, Block 5,

(Corp.Seal) The J.C. Nichols Investment Co.  
By: J. C. Taylor,  
Vice-President.

State of Missouri)  
County of Jackson) -ss

On this 12th day of September, 1936, 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 the 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 instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal at my office in said County the day and year last above written.

(seal)

J. N. Frost, Notary Public,  
Jackson County, Missouri.

Term expires August 28, 1940.

State of Missouri)  
County of Jackson) -ss

On this 12th day of Sept. 1936, before me personally appeared Charles F. Wilson and Lora E. Wilson, his wife, Charles T. Haist and Gertrude M. Haist, his wife, George H. Thiele and Wilma Bates Thiele, his wife and C. E. Bradley and Kathaleen Bradley, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal at my office in said County the day and year last above written.

(seal)

J. N. Frost, Notary Public,  
Jackson County, Missouri.

Term expires August 28, 1940.

State of Missouri )  
County of Buchanan) -ss

On this 11th day of Sept. 1936, before me personally appeared William F. Giles and Mary J. Giles, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal at my office in said County the day and year last above written.

(seal)

Mary D. Pope, Notary Public,  
Buchanan County, Missouri.

Term expires Feb. 20, 1939.

This is to certify that the within plat was submitted to and approved by the Council of Kansas City, Missouri, by Ordinance No. 4358 duly passed and approved by the Mayor and City Clerk.

(seal)

Chas. W. Regan, City Clerk

Approved: Sept. 14, 1936

J. V. O'Donnell, Deputy

Robert W. Waddell, City Engineer

Approved Sept. 14, 1936

Approved

N. W. Hyland,  
Ass't. Director of  
Public Works

City Plan Commission

Herbert V. Jones, Chairman

Entry No. 27928

Paul O. Flagg, Secretary

Sept. 14, 1936.

DECLARATION OF RESTRICTIONS  
Dated September 24, 1936  
Filed September 30, 1936  
at 8:33 A. M.  
Book B  
No. A-585183

AFFECTING PART OF BLOCKS 5, 8, 14 and 15,  
ARMOUR HILLS GARDENS.

Whereas, The J. C. Nichols Investment Company, a corporation and certain other individuals, heretofore have executed a plat of Lots 1 to 13, both inclusive, in Block 5; Lots 15, 16, 17 and 18 and Lots 36 to 46, both inclusive, in Block 8; Lots 16 to 31, both inclusive, in Block 14; and Lots 1 to 18, both inclusive, in Block 15 of Armour Hills Gardens, which plat was recorded on the 22nd day of September, 1936, in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, under Recorder's Document No. A-584700, and heretofore have dedicated to the public all of the streets, roads and terraces for street or road 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 thereof 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 said lots shown on said plat which are now owned by it 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, road or terrace of whatever name, which is shown on the recorded plat of Armour Hills Gardens, and which has been heretofore dedicated to the public for the purposes of a public street.

The word "outbuilding" shall mean an inclosed, 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 Lot 3 and Lots 7 to 13, both inclusive, in Block 5; Lots 15, 16, 17 and 18, and Lots 36 to 46, both inclusive, in Block 8; Lots 16 to 31, both inclusive, in Block 14, and Lots 1 to 18, both inclusive, in Block 15, of Armour Hills 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 1, 1930, 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 designed 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:

IN BLOCK 5: Lots 3, 7, 8, 9, 10, 11, 12 and 13, on 66th Street Terrace.

IN BLOCK 8: Lot 15 and Lots 36 to 46, both inclusive, on Cherry Street; Lots 16, 17 and 18, on Rockhill Road.

IN BLOCK 14: Lots 16 to 31, both inclusive, on Cherry Street.

IN BLOCK 15: Lots 1 to 18, both inclusive, on Cherry Street.

## 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:

IN BLOCK 5: On Lots 3, 7, 8, 9, 10, 11 and 12 on 66th Street Terrace; on Lot 13, on both 66th Street Terrace and Cherry Street.

IN BLOCK 8: On Lots 16 and 17, on Rockhill Road; on Lot 18, on both Rockhill Road and Locust Street; on Lot 15 and on Lots 37 to 46, both inclusive, on Cherry Street; on Lot 36, on both Cherry Street and 66th Street Terrace.

IN BLOCK 14: On Lot 16, on both 69th Street and Cherry Street; on Lots 17 to 30, both inclusive, on Cherry Street; on Lot 31, on both Cherry Street and Rockhill Road.

IN BLOCK 15: On Lot 1, on both Rockhill Road and Cherry Street; on Lots 2 to 17, both inclusive, on Cherry Street; on Lot 18, on both Cherry Street and 69th Street.

## SECTION 4.

## REQUIRED COST OF RESIDENCES:

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 5: On Lots 3, 7, 8, 9, 10, 11, 12 and 13, \$4,000.00.

IN BLOCK 8: On Lots 16, 17 and 18, \$4000.00.

IN BLOCK 14: On Lots 16 to 31, both inclusive, \$4,000.00.

IN BLOCK 15: On Lots 1 to 18, both inclusive, \$4,000.00.

## SECTION 5.

## GROUND FRONTAGE REQUIRED:

Any residence erected on any of the lots hereby restricted, 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 5: On Lots 3, 7, 8, 9, 10, 11, 12 and 13, 45 feet.

IN BLOCK 8: On Lots 15, 16 and 17, 50 feet. On Lot 18, 65 feet. On Lots 36 to 46, both inclusive, 50 feet.

IN BLOCK 14: On Lots 16 to 30, both inclusive, 50 feet. On Lot 31, 60 feet.

IN BLOCK 15: On Lots 1 to 18, both inclusive, 50 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 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 Armour Hills 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 Armour Hills 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 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. 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 those lots which are hereby restricted, to increase the distance which any of the above enumerated porch projections may project beyond the said side building lines 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, increase the distance which said porch projections may project beyond the said side building lines; provided,

however, that no change may be made at any time which will permit any of the aforesaid porch projections to project more than ten feet beyond said side building lines.

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 mainimum 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.

#### SECTION 8.

##### OIL TANKS PROHIBITED:

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 9.

##### 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 10.

##### 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 the lot, measured along the rear line thereof; and provided, further, that 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 11.

##### 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 12:

##### 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 sign board on each lot, or tract as sold and conveyed, which sign 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 13.

## 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 14.

## DURATION OF RESTRICTIONS:

Each of the restrictions set forth above shall continue and be binding upon The J. C. Nichols Investment Company, and upon its successors and assigns, and upon each of them, for a period of 25 years from January 1, 1930, and shall automatically be continued thereafter for successive periods of 25 years each; provided, however, that the owners of the fee simple title to 75% of the front feet of the lots which are hereby restricted, may release all of the land hereby restricted from any one or more of said restrictions at the end of this first 25 year period, or of any successive 25 year period 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 five years prior to the expiration of this first 25 year period or of any 25 year period thereafter.

## SECTION 15.

## 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, and the owner or owners of any of the above land

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 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, 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 the authority of its board of directors, caused this instrument to be executed by its president, and its corporate seal to be hereto affixed, this 24th day of September, 1936.

(CORPORATE SEAL)

THE J. C. NICHOLS INVESTMENT  
COMPANY.

BY: J. C. NICHOLS,  
President.

State of Missouri)

County of Jackson) -ss

On this 24th day of September, 1936, 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.

(seal)

Bertha Van Rensselaer, Notary Public,  
in and for said County and State.

Term expires July 15, 1939.

Form 155

**KANSAS CITY TITLE AND TRUST COMPANY**

**KANSAS CITY, MISSOURI**

**CERTIFICATE AS TO CONVEYANCES AND MECHANICS' LIENS**

Order No. 189682

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 Government in relation to Lots 3, 8, 9, 10, 11, 12 and 13 in Block 5, Armour Hills Gardens, in Kansas City, Missouri,

hereby certifies that pages 1 To 119 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 1st day of October, 1936, at 8:00 o'clock A. M.

E. H. M.  
KANSAS CITY TITLE AND TRUST COMPANY

J. M. Achary  
Vice-President.

The above certificate is extended to \_\_\_\_\_  
and includes page \_\_\_\_\_

KANSAS CITY TITLE AND TRUST COMPANY

Vice-President.

Form 156

**KANSAS CITY TITLE AND TRUST COMPANY****CERTIFICATE AS TO JUDGMENTS**Order No. 189682

The KANSAS CITY TITLE AND TRUST 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

Dated at Kansas City, Missouri, September 23, 1936

*E. W. M.*  
KANSAS CITY TITLE AND TRUST COMPANY

*J. Mash*  
Vice-President.

This certificate is extended to and including.....

KANSAS CITY TITLE AND TRUST COMPANY

Vice-President.

On the margin of the record of the Deed of Trust recorded in Book B-2940, Page 550, Instrument #A-429429, appears the following:

For value received I hereby release from the lien and effect of this Deed of Trust, East 40 feet Lot 7, Block 5 and West 12 feet Lot 8, Block 5, Armour Hills Gardens, described herein.

Witness my hand this 23 day of May, 1941.

John G. Bryan, Owner and holder of note.

And the Identified note described herein was presented.

Attest: John P. Sherrod, Recorder

By: E. T. Phillips, Deputy.

On the margin of the record of the Deed of Trust recorded in Book B-2940, Page 550, Instrument #A-429429, appears the following:

For value received I hereby release from the lien and effect of this Deed of Trust, Lot 1, Block 2, Lot 13, Block 3, East 8 feet of the West 20 feet of Lot 8, Block 5, West 23 feet of Lots 17, all 18 and the East 32 feet of Lot 19, Block 6, Armour Hills, Gardens described herein.

Witness my hand this 8th day of Sept., 1941.

John G. Bryan, Owner and holder of note.

And the identified note described herein was presented.

Attest: John P. Sherrod, Recorder,

By: J. W. Corder, Deputy.

Straub & Kelisky Company,  
a corporation of Missouri,  
of Jackson County, Missouri

To

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

QUIT CLAIM DEED

Dated October 15, 1936  
Filed October 20, 1936  
Book B 3262 Page 628  
No. A-586492  
Cons. \$1.00 and other  
valuable consideration

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

All of lot 7 in Block 5 of Armour Hills Gardens, an addition in Kansas City, Jackson County, Missouri; subject to the covenants, restrictions, reservations and easements now of record thereon.

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 President and attested by its Secretary, and the corporate seal to be hereto attached the day and year first above written.

(CORPORATE SEAL)  
ATTEST: Grace E. McCarthy, Secretary

Straub & Kelisky Company  
BY: Ernest J. Straub,  
President.

STATE OF MISSOURI )  
 ) SS  
COUNTY OF JACKSON )

On this 15th day of October, 1936, before me appeared Ernest J. Straub to me personally known, who being by me duly sworn, did say that he is the President of Straub & Kelisky 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 Ernest J. Straub acknowledged said instrument to be the free act and deed of said corporation.

Witness hand and notarial seal.

(L.S.)

My commission expires 1-8-39.

B. V. Short, Notary Public  
within and for said County  
and State.

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

To

Sam Statland,  
of Jackson County, Missouri.

WARRANTY DEED

Dated October 17, 1936  
Filed October 20, 1936  
Book B 3275 Page 221  
No. A 586493  
Cons. One Dollar and  
other consideration

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

All of Lot 7 in Block 5 of Armour Hills 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, ease-  
ments and encumbrances now of record thereon.

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

First party covenants to warrant and defend against all  
lawful claims, except all taxes and assessments both general and  
special which are not now paid and except the covenants, restrictions,  
reservations, easements and encumbrances above referred to.

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

(Corporate Seal)  
(Int. Revenue \$2.00)

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

State of Missouri)

) ss

County of Jackson)

On this 17th day of October, 1936, before me ap-  
peared 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 notarial seal.

Bertha Van Rensselaer

My Commission expires July 15, 1939

Notary Public within and for said  
County and State.

(L.S.)

Sam Statland, and  
Ida Statland, his wife,  
of Jackson County, Missouri,

To

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

WARRANTY DEED

Dated October 19, 1936  
Filed October 20, 1936  
Book B 3270 Page 141  
No. A 586494  
Cons. One Dollar 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 Lot 7 in Block 5 of Armour Hills 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 of Deeds of Jackson County, Missouri, at Kansas City.

Subject to the covenants, restrictions, reservations, ease-  
ments and encumbrances now of record thereon.

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

First parties covenant to warrant and defend against all  
lawful claims, except all taxes and assessments both general and special  
which are not now paid and except the covenants, restrictions, reserva-  
tions, easements and encumbrances above referred to.

Witness hands and seals.

(Int. Rev. \$2.00)

Sam Statland (Seal)  
Ida Statland (Seal)

State of Missouri)  
                          ) ss  
County of Jackson)

On this 20th day of October, 1936, before me the under-  
signed a Notary Public, personally appeared Sam Statland and Ida Statland,  
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.

(L.S.)

Bertha Van Rensselaer  
Notary Public in and for  
said County and State

My term expires July 15th, 1939.

brill 208460 X (1)  
The J. C. Nichols Investment  
Company, a Missouri corporation,  
of Jackson County, Missouri,

to

Ralph O. Taylor and  
Genevieve S. Taylor, husband and wife,  
of Jackson County, Missouri.

Warranty Deed  
Dated December 31, 1941  
Filed January 9, 1942  
at 12:00 A.M.  
Book B- 3523 Page 345  
No. A-692660  
Cons. \$1.00 and other  
valuable considerations  
(from original)

Grant, bargain and sell unto second parties the following  
described land in Jackson County, Missouri:

All of the East 40 feet of Lot 7 and all of the West 15 feet  
of Lot 8, all in Block 5 of Armour Hills 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  
property hereby conveyed shall be and the same is hereby made subject  
also to the following restriction:

Any residence erected upon the above described property  
shall be not less than one and one-half stories in height.

That restriction which is 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 forty years from the date hereof  
until the plans, elevation, location and grade thereof have been sub-  
mitted 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 con-  
struction 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.

The grantor herein hereby reserves a right-of-way or easement over, under and along the South 4 feet of the property hereby conveyed for the purpose of locating, constructing and maintaining, or authorizing the location, construction and maintenance, of a sanitary sewer and may excavate thereon for such purposes.

To Have and To Hold, the premises aforesaid, unto second parties, their heirs and assigns forever.

First party covenants to warrant and defend against all lawful claims, except all taxes and assessments both general and special which could not have been paid on August 29, 1941, and except the covenants, restrictions, reservations and easements and sewer 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)

Int. Rev. \$1.65

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

State of Missouri)  
                                  )ss.  
County of Jackson)

On this 31st day of December, 1941, 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 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.

Witness hand and notarial seal.  
Commission expires October 16, 1943.  
(L.S.)

I. E. Herman, Notary public within  
and for said county and state.

Ralph O. Taylor and  
Genevieve S. Taylor, his wife,  
of Jackson County, Missouri,

to

Landry Harwood, Trustee for  
Safety Federal Savings and Loan  
Association of Kansas City, a  
corporation.

Deed of Trust  
Dated January 8, 1942  
Filed January 9, 1942  
at 12:01 A.M.  
Book B-3532 Page 82  
No. A-692661  
Cons. \$1.00  
(from original)

Conveys the following described land and improvements thereon, including all heating, lighting, air conditioning, cooking, refrigerating and water supply apparatus and fixtures, screens, shades, awnings and all other fixtures, now or that may hereafter be installed in or upon said premises, situate in Jackson County, Missouri:

All of the East 40 feet of Lot 7 and all of the West 15 feet of Lot 8, all in Block 5 in Armour Hills Gardens, an addition in Kansas City, according to the recorded plat of said addition.

The note secured by this deed of trust is given as a part of the purchase price of the above described real estate.

In trust to secure payment of a principal promissory note of even date herewith, for \$5,300.00, for money loaned the makers of said note, payable to order of third party at its office in Kansas City, Missouri, with interest from date at the rate of 5% per annum, said principal and interest payable in monthly installments as follows: \$34.98 on the 15th day of May, 1942, and \$34.98 on the 15th day of each succeeding month thereafter until said note is paid in full, such payments to be applied first in payment of interest due on the unpaid principal and the balance in reduction of the principal, with interest thereon after maturity at the rate of 8% per annum; with the privilege of paying said note at any time on the payment of a bonus of sixty days' interest in advance of date of payment; in said note the makers further agree to pay the sum of \$12.52 per month to be used by third party to pay when due any and all general taxes and insurance premiums on the above described real estate.

(Note Identified)

Ralph O. Taylor and  
Genevieve S. Taylor, his wife

To

A.N. Adams, Trustee for  
Jack D. Merriman, doing business as  
Merriman Mortgage Company,  
of Kansas City, Missouri.

DEED OF TRUST

Dated May 18th, 1942

Filed May 22nd, 1942

at 12:44 P.M.

Book B 3541 Page 60

No. A 700744

Cons. \$1.00

(from original)

Conveys, the following described lands, and all appurtenances thereto, together with all improvements now or hereafter situated thereon, including all heating, lighting, refrigerating and water supply apparatus, window screens, shades, awnings and fixtures appertaining thereto, situate in Jackson County, Missouri to-wit:

The East 40 feet of Lot 7, and the West 15 feet of Lot 8, Block 5, Armour Hills Gardens, an addition in Kansas City, Missouri, according to the recorded plat thereof.

Subject to reservations, restrictions and easements of record, if any.

In Trust to secure payment of promissory note, numbered 2248, of even date for \$5750 with interest thereon at the rate of  $4\frac{1}{2}\%$  per annum, on the unpaid balance from June 1, 1942, until maturity, payable in monthly installments of principal and interest as follows, to-wit: \$36.38 due on the first day of July, 1942, and \$36.38 due on the first day of each succeeding month thereafter, until the principal and interest are fully paid, except that the balance of principal, with interest thereon, if not sooner paid, shall be due and payable on the first day of June, 1962. Each installment shall be first applied in payment of the interest accrued on the unpaid balance of the principal and then on the principal sum. Both principal and interest are payable at the office of Merriman Mortgage Company, at Kansas City, Missouri, or at such other place or places as the holder of said note may from time to time designate. Said note further provides that if said principal and interest are not paid when due, the same shall thereafter bear interest at the rate of 8% per annum, and further provides that if default be made in the payment of any principal or interest when due, then in such case the unpaid principal together with the interest accrued thereon shall at the option of the lawful owner of said note or notes immediately become due and payable.

(Note Identified)

**KANSAS CITY TITLE INSURANCE COMPANY**

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

Order No. 208460

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 \_\_\_\_\_ Government \_\_\_\_\_ in relation to

East 40 feet of Lot 7 and West 15 feet of  
 Lot 8, Block 5, Armour Hills Gardens, in  
 Kansas City, Missouri,

hereby certifies that pages 1 to 123 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  
31st day of December, 1941, at 8:00 o'clock A. M.

*mep.*

KANSAS CITY TITLE INSURANCE COMPANY

*J. M. Mack*  
 Vice-President.

*WFO* The above certificate is extended to Jan. 9, 1942 @ 12:01 P.M.

*WFO* and includes page 5, 124-125 & 126.

The above Certificate is hereby extended

To and including May 22, 1942 @ 12:01 P.M. KANSAS CITY TITLE INSURANCE COMPANY

To include page 129

*J. M. Mack*  
 Vice-President.

KANSAS CITY TITLE INSURANCE COMPANY

By *J. M. Mack*

## KANSAS CITY TITLE INSURANCE COMPANY

## CERTIFICATE AS TO JUDGMENTS

Order No. 208460

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

J. C. Nichols Investment Company  
Ralph O. Taylor  
Genevieve S. Taylor

## Except:

Judgment for Costs against The J. C. Nichols Investment Company, in favor of John J. Pryor, et al., rendered November 19, 1941, for \$215.75, Book 144, Page 179. Cause No. 466362. November 24, 1941 Plaintiffs file motion for new trial. (Pending)

Dated at Kansas City, Missouri,

December 27, 1941

KANSAS CITY TITLE INSURANCE COMPANY

Vice-President.

This certificate is extended to and including

The above Certificate is hereby extended

To and including

KANSAS CITY TITLE INSURANCE COMPANY

KANSAS CITY TITLE INSURANCE COMPANY

By

Vice-President.

# KANSAS CITY TITLE INSURANCE COMPANY

## CERTIFICATE AS TO TAXES

Order No. 208460

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

East 40 feet of Lot 7 and West 15 feet of  
Lot 8, Block 5, Armour Hills Gardens, in  
Kansas City, Missouri,

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

City: 1941 and prior paid:  
Park Maintenance: 1941 and prior paid:  
State and County: 1941 and prior paid:  
Specials: None:

PARK TAXES: Paid in full:

Dated at Kansas City, Missouri,

December 31, 1941

KANSAS CITY TITLE INSURANCE COMPANY

This certificate is extended to and including

KANSAS CITY TITLE INSURANCE COMPANY

The above Certificate is hereby extended

To and including May 22 1942 @ 12:44 P.M.

KANSAS CITY TITLE INSURANCE COMPANY

By

Vice-President.

Vice-President.

Safety Federal Savings and Loan  
Association of Kansas City

To

Ralph O. Taylor and  
Genevieve S. Taylor, his wife.

RELEASE DEED  
Dated May 27th, 1942  
Filed June 2, 1942  
at 9:01 A. M.  
Book                      Page  
No. A-701451  
(from original)

KNOW ALL MEN BY THESE PRESENTS, That whereas, Ralph O. Taylor and Genevieve S. Taylor, his wife, by a certain deed of trust of date January 8th, 1942, conveyed to Landry Harwood, as Trustee, the following described real estate situate in the County of Jackson, State of Missouri, to-wit: All of the East 40 feet of Lot 7 and all of the West 15 feet of Lot 8, all in Block 5 in Armour Hills Gardens, an addition in Kansas City, according to the recorded plat of said addition, which deed of trust is recorded in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, in Book B 3532, Page 82.

IN TRUST, however, to secure the payment of the Bond or Note in said deed of trust described; and,

WHEREAS, the obligation of said Bond or Note has been fulfilled and payment thereof made in full according to its terms.

NOW, THEREFORE, in consideration of the premises the Safety Federal Savings and Loan Association of Kansas City, (formerly the Safety Savings and Loan Association), the legal owner and holder of said Bond or Note secured by said deed of trust, does hereby Release and Quit Claim the above described real estate of and from the lien of said deed of trust.

IN WITNESS WHEREOF, the said Safety Federal Savings and Loan Association of Kansas City has caused these presents to be signed by its Executive Vice President and attested by its Secretary, and its corporate seal to be hereunto affixed this 27th day of May, 1942.

(CORPORATE SEAL)

ATTEST:

L.M. Pence,  
Secretary.

SAFETY FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF KANSAS CITY

By John W. Ballard,  
Executive Vice President

STATE OF MISSOURI )  
COUNTY OF JACKSON ) <sup>SS</sup>

On this 27th day of May, 1942, before me, Elizabeth Hensley, a Notary Public, personally appeared John W. Ballard, to me personally known, who being by me duly sworn did say that he is the Executive Vice President of the Safety Federal Savings and Loan Association of Kansas City, 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 John W. Ballard acknowledged said instrument to be the free act and deed of said corporation.

Attest hand and official seal.

(LS)

Elizabeth Hensley,

Notary Public in and for  
said County and State.

My commission expires February 15, 1943.

On the Margin of the record of the Deed of Trust recorded in Book B-3532, Page 82, Instrument No. A-692661, appears the following:

The identified note described herein was presented and cancelled in my presence June 2, 1942.

Attest: John P. Sherrod, Recorder

By: J. W. Corder, Deputy

*Pages 128 & 129 show*  
*was* A True Copy of the Record  
KANSAS CITY TITLE INSURANCE COMPANY

*J. W. Corder*

Frank R. Grant,  
of Jackson County, Missouri

TO

J. C. Nichols Company,  
of Jackson County, Missouri

PARTIAL RELEASE QUIT-CLAIM DEED  
Dated August 22, 1944  
Filed August 22, 1944  
Book B-3679, page 53  
No. A772350  
Cons. \$1.00 and other  
valuable considerations

REMISE, RELEASE AND FOREVER QUIT-CLAIM unto the said party  
of the second part the following described land in Jackson County,  
Missouri, to-wit:

(Among other property)

All of lots 8, 9, 10, 14, 15, 21, 22, 23, 24 and 25 in Block 5,  
all in ARMOUR HILLS 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.

This deed of quit claim is made for the purpose of releasing  
the above described lots and parts of lots from the lien and effect  
of that certain Deed of Trust dated November 1st, 1929 and recorded  
in the office of the aforesaid Recorder of Deeds in Book B-2940 at  
Page 550, which said deed of trust was executed by Isla L. Derr, a single  
woman, to Kansas City Title and Trust Company, Trustee for Robert  
Wallace Tilney and Isreal Sheldon Tilney, Trustees under the Last Will  
and Testament of John S. Tilney, deceased, to secure the payment of  
a certain promissory note for \$218,660.25, which note and deed of trust  
are now owned and held by Frank R. Grant, the grantor herein.

TO HAVE AND TO HOLD unto the said party of the second part  
and unto its successors and assigns forever.

WITNESS hand and seal.

Frank R. Grant (Seal)

STATE OF MISSOURI )  
COUNTY OF JACKSON ) SS

On this 22nd day of August, 1944 before  
me, the undersigned, a Notary Public, personally appeared Frank R.  
Grant 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 Kansas City, Missouri, the day and year last above written.

(LS)

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

My term expires October 16th, 1947.

On the margin of the record of the Deed of Trust recorded in Book B-2940 at page 550 under Document No. A429429 appears the following:

The identified note described herein was presented Aug. 22nd, 1944.

ATTEST: John P. Sherrod, Recorder.

By, J. W. Corder, Deputy.

# KANSAS CITY TITLE INSURANCE COMPANY

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

## Abstract Certificate

Abstract No. 208460

Order No. 260664

The KANSAS CITY TITLE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Missouri, hereby certifies that according to the records in the following named offices in Jackson County, Missouri, the foregoing pages 128 to 131 both inclusive, show:

ALL CONVEYANCES AND ALL OTHER INSTRUMENTS OF WRITING OF RECORD IN THE OFFICE OF THE RECORDER OF DEEDS;

ALL PROCEEDINGS AND ALL MECHANIC'S LIENS OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT;

ALL PROCEEDINGS OF RECORD IN THE OFFICE OF THE CLERK OF THE PROBATE COURT;

affecting the title to the following described real estate:

The East 40 feet of Lot 7 and the West 15 feet of Lot 8, Block 5, ARMOUR HILLS GARDENS, a subdivision in Kansas City, Jackson County, Missouri,

from the 22nd day of May, 1942, at 12:44 o'clock P.M.,

to the 3rd day of July, 1952, at 8:00 o'clock A.M.

SEE CERTIFICATES FOLLOWING COVERING JUDGMENTS, BANKRUPTCIES AND TAXES.

WITNESS the name of said Company and the corporate seal thereof.



ahh

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.

KANSAS CITY TITLE INSURANCE COMPANY

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. 260664

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:

Ralph C. Taylor,

Genevieve S. Taylor.

### SPECIAL NOTE:

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

This certificate is dated to include July 1st, 1952.



ghh

KANSAS CITY TITLE INSURANCE COMPANY

By Vice-President

William C. Jenkins

Assistant Secretary

This certificate is extended to include

KANSAS CITY TITLE INSURANCE COMPANY

By Vice-President

Assistant Secretary

FORM 157

**KANSAS CITY TITLE INSURANCE COMPANY**

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

*Tax Certificate*Order No. 260664

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. 260664, show the status of the taxes to be as follows:

CITY AND PARK MAINTENANCE TAXES: 1952 \$83.55, 1951 and prior years paid;

STATE, COUNTY AND SCHOOL TAXES: 1951 and prior years paid;

PARK TAXES: Paid in full;

SPECIAL TAXES: None.

**NOTE:**For proration purposes 1951 taxes were as follows:

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

State, County and School: \$ 130.73**SPECIAL NOTE:**

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

This certificate is dated to include July 2nd, 1952

KANSAS CITY TITLE INSURANCE COMPANY

By William C. Perkins  
Vice-President

Assistant Secretary

This certificate is extended to include .....

KANSAS CITY TITLE INSURANCE COMPANY

By .....  
Vice-President

Assistant Secretary

DR 2948

*H.O. Taylor*

*0-3673*

NO. 208460

*Taylor Faurahan*

260664

# Abstract of Title

*500 E. 66th St.  
Taylor*

—TO—

*E 40 ft of Lot 7. and*

*W 15 ft of Lot 8*

*Block 5*

*Armour Hill's Gardens.*

in

Kansas City, Missouri

## KANSAS CITY TITLE INSURANCE COMPANY

The Largest Title Company In The Southwest  
Abstracts—Title Insurance—Escrows

Capital, \$1,000,000

Title and Trust Building

112 East Tenth Street  
Kansas City, Missouri

THIS ABSTRACT is only a history of your title. It should be examined by a competent title lawyer or examined and the title insured by the Kansas City Title Insurance Company. Title Insurance is the only guaranteed protection against real estate title losses . . . . .



*HARRAHAN*

*Armour Hill's*