

and all of said building restrictions; and the parties of the first part and the parties of the second part, do hereby waive and release any and all claims and rights arising out of and by virtue of the terms of the said warranty deeds which create the restrictions aforesaid.

SECOND: As a part of the considerations hereof, the party of the third part agrees to pay to the parties of the first part, the full sum of TWO THOUSAND DOLLARS (\$2,000.00) in cash upon the execution and delivery of this contract, receipt whereof is hereby acknowledged by first parties. ~~COMPARED~~

THIRD: That Lots 1-2-3-4-5-6- and 7, in Block 1, of Sunset Terrace, according to said official plat, are hereby declared to be, for a term of and during TWENTY (20) YEARS from date hereof, subject to the following building restrictions, to-wit:

Not more than one residence or dwelling shall be erected on any one of the said lots, and each residence erected thereon shall cost not less than \$15,000.00; that the said lots or any part thereof shall never be conveyed to or occupied by persons of African descent, known as negroes, provided, however, this provision shall not prevent negroes from occupying servants' quarters on said lots; that no residence shall be removed from other premises and permanently located on any of the said lots. Said lots or any of them, shall not be used or occupied for any purpose except for residence purposes, and that no duplex house, flat or apartment building, or business building, of any kind or description, shall be erected on said lots or any of them.

Any garage, out-building or servants' quarters which may be constructed or erected on said Lot 3, in Block 1, shall be located approximately on the West property line of said lot, and shall not be located within 40 feet from the Northwest corner thereof.

Any garage, out-building or servants' quarters which shall be erected on said lot 4, in Block 1, shall not be located within 40 feet from the Northwest corner of Lot 3, in Block 1,

Any garage, out-building or servants' quarters which shall be erected on said Lot 5, in Block 1, shall be located in the Northeast corner thereof.

Any garage, out-building or servants' quarters which may be erected on said Lot 6, in Block 1, shall be located in the Northeast corner thereof.

Any garage, out-building or servants' quarters which may be erected on said Lot 7, in Block 1, shall be located in the Southeast corner thereof.

Any garage, out-building, or servants' quarters which may be erected on said Lot 1, in Block 1, shall be located in the Southwest corner thereof.

Any garage, out-building or servants' quarters which may be erected on said Lot 2, in Block 1, shall be located in the Northwest corner thereof.

The said one acre tract of C. H. Sweet is hereby declared to be, for a term of TWENTY (20) YEARS, from date, subject to the following restrictions;

Should the parties of the first part, their successors or assigns, at any future time, desire to plat their said one acre tract, it is stipulated and agreed that it shall be platted in not less than two tracts, each having 100 feet frontage on Peoria Avenue; that not more than one residence or dwelling shall be erected on either of the said two lots; that each residence erected thereon shall cost not less than 15,000.00; and that any garage, servants' quarters or out-buildings hereinafter constructed on either of said lots shall be located within 40 feet of the West line thereof; that the said lots or any part thereof shall never be conveyed to or occupied by persons of African descent, known as negroes, provided, however, this provision shall not prevent negroes from occupying servants' quarter on said premises; that no residence shall be removed from other premises and permanently located on either of the said two lots, and that neither of the said lots or any part thereof shall be