

ROLL 225 FRAME 1197

BOOK 6091 PAGE 388

INDENTURE OF RESTRICTIONS

THIS INDENTURE made and entered into this 24TH day of OCTOBER, 1966, by and between E. BERNINGER, of the County of St. Louis, Party of the First Part, and R. BOYD PICKENS, JR., JOHN W. WOLFNER, and JAS. S. BARNES, all of the County of St. Louis, State of Missouri, Parties of the Second Part, hereinafter referred to as "Trustees";

W I T N E S S E T H T H A T:

WHEREAS, the Party of the First Part is the owner in fee of a certain tract of land, sometimes herein referred to as "tract", situated in the County of St. Louis, State of Missouri, being more particularly described as follows:

A tract of land being partly in Section 1, Township 44 North, Range 4 East and partly in Section 6, Township 44 North, Range 5 East and described as: Beginning at a point in the center of Hanna Road, 40 feet wide, said point being the Northeast corner of property conveyed to Wm. F. Ruck and wife by deed recorded in Book 1596 Page 410, thence along said Wm. F. Ruck's North line North 87 degrees 51 minutes West 1939 feet 3-1/4 inches to a point in the center of Creek; thence in a Northwestwardly direction along the center of said creek the following courses and distance; North 34 degrees West 110 feet 2 3/4 inches; North 67 degrees 15 minutes West 613 feet 9 1/2 inches; North 46 degrees 26 minutes West, 187 feet 7 inches to a point; thence leaving said center line of said creek and running North 0 degrees 43 minutes East, 934 feet 6 3/4 inches to a point; thence South 87 degrees 15 minutes East 2685 feet 5 inches to a point in the center line of Hanna Road 40 feet wide, thence along the center line of said Hanna Road South 0 degrees 4 minutes East 1354 feet 4 1/2 inches to the beginning, containing 80 acres, including Hanna Road, all according to a survey executed by Wm. Elbring on December 7, 8, 9 and 10, 1903.

State of Missouri)
County of St. Louis) ss
FILED FOR RECORD

OCT 31 1966
At 2:40 O'Clock P M
John L. Ruck
Recorder of Deeds

394

Place Particulars + Fields Aug 1, 1961 Book 6341 Page 1392
" " " " May 1, 1961 " " 6341 " " 1392
" " " " " " " " " " " "

WHEREAS, Party of the First Part is in the process of subdividing said tract and adjacent tracts into a number of subdivisions to be known as Town ~~and~~ Country South Flat One, Town ~~and~~ Country South Flat Two, and Town ~~and~~ Country South Flat Three, etc., and

WHEREAS, the Party of the First Part has caused a portion of the above described tract of land to be subdivided into a subdivision known as Town ~~and~~ Country South Flat One, which Flat has been fully approved, and intends to subdivide the remainder of the tract and adjacent tracts in the additional plats; and,

WHEREAS, a "Park Area" has been reserved in said above described tract as indicated and to be indicated on plats of said above described tract to be submitted and approved by the St. Louis County Council, which plat setting aside various improvements, including the "Park Area" of said subdivision, is to be recorded in the Office of the Recorder of Deeds at such time as it is approved under the law by the St. Louis County Council or proper officials of St. Louis County; and

WHEREAS, there have been and will be designated, established and recited on the recorded plats of Town ~~and~~ Country South, certain public streets, park areas and certain easements which are for the exclusive use and benefit of the owner or owners of the lots shown on said subdivision plats and which have been provided for the purpose of constructing, maintaining and operating sewers, pipes, poles, wires, storm water drainage, parks, and other facilities and public utilities for the exclusive use and benefit of the owner or owners of the lots shown on said plats of said above described tract, and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; to apply that plan and restriction not only to all of said land and every parcel and all "Park Areas" thereof, as it may be sold from time to time, but also in favor of or against each said parcel as against or in favor of all other parcels within said residential area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict present or future title holders or occupants of any or all said parcels and to foster the health, welfare, safety and morals of all who own or reside in said area; and

E6H	11	11	11	11	11	11
-66H	11	11	11	11	11	11
16H	11	11	11	11	11	11
06H	11	11	11	11	11	11
16H	11	11	11	11	11	11

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument; and

WHEREAS, Party of the First Part has, by separate instrument, conveyed to the Trustees hereinafter designated and established the following:

A parcel of land being part of a larger tract containing 80 acres, more or less, described in Deed Book 5571 Page 348 of the St. Louis County, Missouri, Records, situated in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 44 North, Range 4 East, St. Louis County, Missouri, and being more particularly described as follows: Beginning at a point in the South line of said larger tract and distant North 87 degrees 15 minutes West, a distance of 930.95 feet from the Center Line of Hanna Road, 40.00 feet wide; thence North 1 degree 40 minutes 25 seconds East, a distance of 254.24 feet to a point; thence North 41 degrees 24 minutes 52 seconds West, a distance of 66.60 feet to a point; thence North 89 degrees 56 minutes West, a distance of 64.00 feet to a point; thence North 74 degrees 53 minutes 56 seconds West, a distance of 68.00 feet, more or less, to a point being 175.00 feet from and perpendicular with the East line of this description; thence South 1 degree 40 minutes 25 seconds West, a distance of 312.00 feet, more or less, to a point in the South line of said larger tract; thence South 87 degrees 15 minutes East and along the South line of said larger tract, a distance of 175.00 feet to the point of beginning, and containing 1.18 acres, more or less.

WHEREAS, the above described instrument conveys the property described therein to the Trustees hereafter designated and established for a period of twenty (20) years, and after the expiration of said time, fee simple title to the above described property shall vest in all of the then record lot owners of all lots in any subdivisions of the area described on page 1 of this instrument as "tract" and in the then record owners of adjacent tracts subdivided as Town and Country South Plats Two, Three, etc.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements, made by the parties hereto each to the other, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs or assigns, any of the lots and parcels of land in the subdivisions known as Town and Country South Plats One, Two and Three, etc., described herein as follows:

I.

DESIGNATION AND SELECTION OF TRUSTEES
MEETINGS OF LOT OWNERS

Board of Trustees. A Board of Trustees consisting of R. BOYD PICKENS, JR., JOHN W. WOLFNER, and JAS. S. BARNES, is hereby established, each of said persons to serve for a term of three (3) years. Said original Trustees shall elect a Chairman of the Board of Trustees, whose office shall terminate upon the conveyance by E. Berninger or her nominee, of all her right, title and interest in and to all of the above described property. Should any of the said Trustees die, refuse to act, or become incapable of acting during his term of office, the surviving Trustees shall appoint a successor Trustee in his stead; provided, however, that in the event a Trustee fails to attend two (2) consecutive meetings of the Board of Trustees, after reasonable notice thereof, the Chairman of the Board of Trustees shall have the power, in his sole discretion, to appoint a new Trustee to serve in the place of said absent Trustee. At the expiration of the terms of office of R. BOYD PICKENS, JR., JOHN W. WOLFNER, and JAS. S. BARNES, they shall automatically be reaffirmed for successive terms of one (1) year each so long as E. Berninger or her nominee, retains title to any of the above described property. In the event E. Berninger, or her nominee, shall transfer all of her right, title and interest in and to all of the above described property, then the terms of office of said R. BOYD PICKENS, JR., JOHN W. WOLFNER, and JAS. S. BARNES, shall automatically thereupon expire, and the owners of the lots in the subdivision shall cause an election to be held to fill the vacancies caused by the automatic expiration of the terms of office of the said Trustees, and the new Trustees shall hold offices for terms of one, two and three years respectively. Thereafter, the office of a Trustee, on becoming vacant for any reason whatsoever, shall be

filled by election held by the lot owners within the subdivision. Notice of meeting for holding of any such election shall be mailed first-class to the last known mailing address of each owner at least five days prior to any such meeting. The owner or owners of property shall be entitled to one vote for each lot owned by him, her, or it or them, and the person or persons receiving a majority of the votes cast shall be declared elected, and shall serve for the terms decided on at the election.

II.

RESERVATION OF EXPENDITURES

The Party of the First Part reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by her for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, road, streets, recording fees, subdivision fees, and consultation fees or any other fees, charges and expenses incurred with respect to the creation of the subdivision of the within described tract.

III.

TRUSTEES' DUTIES AND POWERS

The Party of First Part hereby invests the Trustees with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

A. To exercise such control over the easements, streets, roads and lanes, entrances, lights, gates, park area, shrubbery, storm water sewers, sanitary sewer trunks and lateral line, pipes, and disposal and treatment facilities as may be shown on the recorded plat or plats of said above described tract of land, except those easements which are now dedicated to public bodies and agencies as is necessary to maintain, repair, rebuild, supervise, and insure the proper use of said easements, streets, roads and lanes, etc. by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plat.

To exercise control over the "Park Area" as shown on said plat; to maintain and improve same with shrubbery, vegetation, decorations, buildings, recreational facilities and other structures and any and all other types of facilities in the interest of the health, welfare, safety, morals, recreation,

entertainment, education and general use of the owners of the lots in this subdivision all as required by law and ordinance; to prescribe by reasonable rules and regulations the terms and conditions of the use of said "Park Area" all for the benefit and use of the owners of the lots in this subdivision and according to the discretion of the said Board of Trustees.

B. Publicly to dedicate any private streets constructed or to be constructed on said tract or any subdivision thereof, whenever such dedications would be accepted by a proper public agency, in the event the dedication plat does not provide for public use and maintenance.

C. To prevent in their own names as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in this indenture or establish by law and also any rules and regulations issued by said Board of Trustees governing the use of the said "Park Area" or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

D. To clean up rubbish and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Trustees or officers, agents or employees shall not be deemed guilty or liable for any manner of trespass or any other tort for any such injury, abatement, removal or planting.

E. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts, proposed for construction and erection on said lots, proposed additions to such building or alterations in the external appearance of buildings already constructed, it being provided that no building or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures, may be erected or structurally altered on any of said lots unless there shall be first had the written approval of a majority of the Trustees to the plans and specifications therefor and to the grade proposed therefor.

F. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots and any and all damages to subdivision improvements shall be repaired.

G. The Trustees in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, may from time to time enter into contracts, employ agents, servants and labor as they deem necessary and employ counsel to institute and prosecute such suits as they may deem necessary or advisable, and defend suits brought against them individually, or collectively, in their capacity as Trustees.

H. The Trustees and their successors are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and said parcels of land in the subdivision for the purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this instrument:

1. To make uniform assessments (except as hereinafter provided) of not to exceed Twenty Dollars (\$20.00) per lot in each year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out any and all of the duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required "Park Area", utilities, parking spaces and trees in the cross-walks and to dispose of garbage or rubbish to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety, and general welfare of the property owners.

2. If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of lots for approval, an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated be approved either at a meeting of the lot owners duly called and held in the manner provided with reference to the election of Trustees by a two thirds (2/3rd) majority vote of those present in person or by proxy; or, by written consent of the owners of a majority of the lots, the

Trustees shall notify all owners in said tracts of the additional assessments. The limit of Twenty Dollars (\$20.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph, but no special assessment shall exceed \$20.00 for any one year period.

3. All assessments, either general or special, made by the Trustees for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure:

(a) Notice of all assessments may be given by mail, addressed to the last known or usual post office address of the holder of legal title and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.

(b) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of eight per cent (8%) per annum until paid and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in the County of St. Louis, State of Missouri, and the Trustees may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

I. The Trustees shall deposit the funds coming into their hands, as Trustees, in a State or National Bank, protected by the Federal Insurance Deposit Corporation, at the best rate of interest obtainable. The Trustees shall designate one of their number as "Treasurer" of the Subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

J. All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of

this Indenture may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

K. Neither the Trustees or successor Trustees shall be entitled to any compensation for services performed pursuant to these covenants.

IV.

RESTRICTIONS

The Party of First Part herewith covenants with the Trustees, their successor or successors in trust, and all owners of lots in this subdivision, their grantees, lessees, assignees and heirs, that the following general restrictions shall apply to all lots and the "Park Area" in this subdivision except as otherwise provided and each owner or owners of lots in this subdivision, their grantees, lessees, assignees and heirs covenant:

- A. That no person may dwell in or occupy on any of said lots, any structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding at any time either temporarily or permanently, nor may any person use any of said lots or any building or structure thereof attached thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.
- B. That all lots in said subdivision shall be restricted to one (1) family residences only and not more than one (1) main building shall be erected on any one lot in the subdivision.
- C. No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one story dwelling. Dwellings may be one story, one and one-half story, split foyer, or two full stories above street grade.
- D. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 6 feet to an

interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line, for the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

E. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

G. That no residence, accessory building or any portion of any lots shall be used as a boarding house, rooming house, club house or road house or for any purpose other than that of a single family residential dwelling nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial, commercial or professional activity whatsoever, nor shall any building or premises be used for any purpose prohibited by law or ordinance nor shall anything be done in or on any premises which may be or become a nuisance, in the judgment of the Trustee, to the owners or inhabitants of lots in said subdivision.

H. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

I. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent,

or signs used by a builder to advertise the property during the construction period.

J. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

K. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

L. The undivided interest of any owner of a lot in this subdivision in and to the "Park Area" shall be conveyed with the lot and at all times shall remain appurtenant thereto. The "Park Area" shall forever remain as such and shall remain subject to the terms of this instrument so long as it shall remain in force and effect.

M. All parcels of said land shall further be subject to the terms and conditions of a contract heretofore entered into by Grantor with St. Louis County Sewer Company relating to the maintenance of sanitary sewers.

V.

ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of said parcel of land or any lot or portion thereof, their heirs, executors, administrators, grantees, successors or assigns, or any one of them, hereafter owning any of the parcels of land or part hereof embracing any one or more of such covenants shall infringe or attempt to infringe or omit to perform any covenant or restrictions aforesaid or rule or regulation of the Board of Trustees provided for here, which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), or for the said trustees in behalf of or for the benefit of themselves or any of said owners of lots or for any agent or agents chosen by the property owners aforesaid, or for any or either of them, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages or other dues for such infringement or omission.

VI.

DURATION, AMENDMENTS,
MODIFICATIONS

DURATION: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, and such change may be made at any time, either before or after the expiration of the original 30 year period. In the event that during the construction of these homes a minor sideline or building line restriction is violated on any lot, the builder may make said lot an exception to these restrictions and covenants, insofar as sidelines and building lines are concerned.

VII.

The lien or liens for assessment hereunder shall be subordinate and junior to any first mortgage or deed of trust of record if insured by the Federal Housing Administration, Veterans' Administration or any other agency of United States or State of Missouri, and to any other bona fide first mortgage or deed of trust if given for valid consideration and if not placed of record for the purpose of defeating creditors and of evading the assessments provided for hereon; provided, however, that the terms and provisions shall be and remain fully applicable to all of the land subject hereto after foreclosure of any deed of trust or mortgage, and any and all lot owners subsequent to such foreclosure shall be fully subject to any assessments provided for herein and made subsequently to such foreclosure.

VIII.

FUTURE SUBDIVISION PLATS OF TOWN
& COUNTRY SOUTH

Any of the future subdivisions of Town and Country South may be subjected to the terms of this Indenture and benefitted by all of the terms hereof by an appropriate reference in the script accompanying the plats of such future subdivisions referring to the Book and Page of this indenture.

IN WITNESS WHEREOF, the said Party of the First Part and Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

E. Berninger
E. Berninger

R. Boyd Eickens, Jr.
R. Boyd Eickens, Jr., Trustee

John W. Wolinger
John W. Wolinger, Trustee

Jas. S. Barnes
Jas. S. Barnes, Trustee

Prudential Savings and Loan Association, present holder and legal owner of all of the Deeds of Trust which encumber the real estate affected by this Indenture, joins in this instrument to evidence its acceptance, ratification and approval hereof.



PRUDENTIAL SAVINGS AND LOAN ASSOCIATION

by Charles A. Block
President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss.

On this 24TH day of October, 1966, before me personally appeared E. BERNINGER, 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.

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

Charmayne H. Haskins
Notary Public

My term expires: 6/18/70

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss.

On this 24TH day of October, 1966, before me a notary public, within and for the County and State aforesaid, personally appeared R. BOYD PICKENS, JR., JOHN W. WOLFNER and JAS. S. BARNES, 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.

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

Charmayne H. Haskins
Notary Public

My term expires: 6/18/70

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } ss.

On this 27th day of October, 1966, before me appeared Charles A. Block, to me personally known, who being by me duly sworn, did say that he is the Vice President of PRUDENTIAL SAVINGS AND LOAN ASSOCIATION, a Corporation of the State of Missouri, 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 Charles A. Block 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 official seal in the County and State aforesaid, the day and year first above written.

Margaret H. Larsen
Notary Public

My term expires:

My Commission Expires July 15, 1969

END OF DOCUMENT