

the same day, also voluntarily appeared before me, the said Millie Chapman and Henrietta Chapman, wives of the said Edward Chapman and G. A. Chapman respectively to me well knowh, and in the absence of their husbands, declared that they had, of their own free will, executed the foregoing deed and signed and sealed relinquishments of Dower and Homestead rights thereto, for the consideration and purposes therein contained and set forth, without compulsion or undue influence of their husbands.

Witness my Hand and Seal as such Notary Public, Shiawassee County, Michigan, this 19th day of Jan., 1946.

My Commission Expires: April 16, 1948.  
(SEAL)

R. W. Koepele, Notary Public

Witness: Jennie DeWolf  
R. W. Koepele

Filed for Record at 3 O'clock P. M., January 23rd, 1946.

Mary Chiles Clerk

(Fee \$1.50)  
\$

BILL OF ASSURANCE

Whereas, I, D. W. Hunt, owner of all of the Lots and Blocks in the Rogers Heights Addition to the City of Rogers, have covenanted and do hereby covenant with certain persons who may hereafter own various Lots in said Addition, and

Whereas, said Addition is to be EXCLUSIVELY RESIDENTIAL, in that, no buildings are to be erected upon any Lot in said Addition except for residential purposes, and

Whereas, no resident building is to be erected within "Blocks 3 and 4 and E $\frac{1}{2}$  of Blocks 5 and 6" at a cost for construction of said building less than \$4500.00 per each building;

And no building is to be erected upon any Lot in "W $\frac{1}{2}$  of Blocks 5 and 6 and E $\frac{1}{2}$  of Blocks 7 and 8", to cost less than \$4000.00;

And no building is to be erected upon any Lots in "W $\frac{1}{2}$  of Blocks 7 and 8 and E $\frac{1}{2}$  of Blocks 9 and 10" to cost less than \$3000.00;

And no building is to be erected upon any Lots in "W $\frac{1}{2}$  of Blocks 9 and 10" to cost less than \$2000.00.

Whereas, I hereby covenant with all owners in said Rogers Heights Addition, of any Lots or Blocks, that I will not sell any Lots or Blocks to any person without this restriction be a part of the covenant and agreement between myself and the buyer; and that this is to be a covenant and run with the land, and any breach of the covenant will be a breach of the contract of sale.

NOW THEREFORE, for any violation of the provision of this Bill of Assurance adequate relief may be had by any aggrieved person by a restraining order of the Chancery Court of Benton County, Arkansas; and that this shall be a part of the abstract to every parcel, lot or block of land sold in the Rogers Heights Addition, and every purchaser is hereby informed of the existence of this covenant.

Witness my hand this 15th day of December, 1945.

D. W. Hunt  
D. W. Hunt

STATE OF ARKANSAS     o  
                                  o ss.  
COUNTY OF BENTON    o

Personally appeared before me this day, D. W. Hunt, to me well known and stated that he had signed the above and foregoing Bill of Assurance for the purposes and conditions therein set forth, of his own free will and accord.

Witness my hand this 15 day of December, 1945.

Maywood Kelly  
Notary Public

LS

My Commission expires December 1, 1948

FILED FOR RECORD AT 3 o'clock P. M., JANUARY 23, 1946.

Mary Chiles CLERK

(Fee \$1.25)

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State of Arkansas :  
County of Benton : ss AFFIDAVIT

I, Earl Thomason, on my oath say that I am 54 years of age and have resided near Siloam Springs, Benton County, Arkansas, for more than 32 years; that my father's name was G. F. Thomason and my mother's name before her marriage to my father was Minerva Shelly; that my mother after her marriage to my father was sometimes called Minnie Thomason.

That I know that my mother by the terms of the will of her father, Jeremiah Shelly, received title to the following described real estate located in Benton County, Arkansas:

Southwest quarter of the Northeast quarter of Section 33, Township 18 north, Range 33 west.

That thereafter my mother conveyed said real estate to my father; that my father took possession of said real estate about the year 1902 and continued in possession openly and adversely to the rest of the world until the year 1941, at which time the said real estate was forfeited to the State of Arkansas for taxes; that he thereafter received a redemption deed to said land from the State of Arkansas, which deed was dated June 2, 1942, and that he took possession of said land on said last mentioned date and continued in possession thereof until his death.

Earl Thomason

Subscribed and sworn to before me this 23rd day of January, 1946.

Arthur L. Smith, Jr.  
Notary Public

LS

My commission expires  
November 3, 1949.

FILED FOR RECORD AT 8 o'clock A. M., January 24, 1946.

Mary Chiles CLERK

(Fee \$1.25)

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State of Arkansas :  
County of Benton : ss AFFIDAVIT

I, Alfred Zimmerman, being duly sworn states, that I am a brother-in-law of A. H. Graves or Alvin Hugh Graves; that I have known him for more than ten years; that a certain deed made by E. E. Zimmerman and Clodia O. Zimmerman dated September 24th, 1929 and made to Alvin Hugh Graves and Mildred Graves and a deed made by J. D. Elliott and Julia A. Elliott dated June 26th, 1926 to A. H. Graves were made to one and the same person.

The party named A. H. Graves or Alvin Hugh Graves are one and the same person.

Dated April 23rd, 1934.

Alfred Zimmerman

Sworn and subscribed to before me a Notary Public within and for Benton County, Arkansas this the 23rd day of April, 1934.

V. N. Roberts  
Notary Public

LS

My commission expires Jan. 3rd, 1938.

FILED FOR RECORD AT 10 o'clock A. M., January 24, 1946.

Mary Chiles CLERK

(Fee \$1.25)

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