

and perform any of the terms of the foregoing contract, that in that event, party of the first part may charge the statutory attorney's fees and necessary costs and disbursements, in the cancellation, or attempted cancellation of this contract.

It Is Mutually Agreed, By and between the parties hereto, that the time of payment shall be an essential part of this Contract; and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In Testimony Whereof, Both parties have hereunto set their hands and seals, the day and year hereinafore written, in duplicate.

Signed, Sealed and Delivered in Presence of

Sherman R. Chamberlin ) As to G. M. O. Grace M. Oakes (Seal)
Albert F. Ascher )
Albert F. Ascher ) Helea M. Babcock (Seal)
R. T. Williams ) As to H. M. B., L. B. Lucile Babcock (Seal)

State of Minnesota )
County of Hennepin ) ss.

On this 10th day of April, A. D. 1922, before me, a Notary Public, within and for said County, personally appeared Helen M. Babcock, a widow, Lucile Babcock, a single woman, and Grace M. Oakes, a widow, 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.

( Albert F. Ascher )
Notarial Seal
Hennepin Co., Minn.
Albert F. Ascher
Notary Public, Henn. Co., Minn.,
My commission expires Dec. 1st, 1928.

No. 69240. Registration Tax of \$3.25 Paid 4/22/1922, Kelsey S. Chase, Treasurer of Ramsey County, Minn., J. G. Mueller, Deputy, Countersigned Geo. J. Ries, Auditor, Ramsey County, Minn., S. E. Foreman, Deputy.

Filed for record on the 22nd day of April, A. D. 1922, at 12:30 o'clock P. M.

#608255 Exhibit C Copy

City of St. Paul
Department of Finance
Bureau of Receipts and Disbursements.
Miscellaneous Receipt Form

No. 2419.

Date Apr. 22, 1922.

Received of Lakeview Golf & Country Club \$1128.42/100 The Sum of Eleven hundred twenty-eight and 42/100 Dollars for Vacation of street etc. as per C. F. No. 38809.

Cr. Vacation \$1121.62. Publication \$6.80.

Countersigned Jesse Foot, Comptroller, By Nystrom Title
Signed Frank W. Matson, Commissioner of Finance By C. M. Nystrom, Title Cashier

C. F. No. 38809

Whereas, There was heretofore presented to the Council of the City of St. Paul the

petition of Geo. Benz & Sons and others, being the owners of all the property along the line of the streets hereinafter described, praying for the vacation of those portions of Keller Street, Vassar Avenue, Center Street, Lake Como and Phalen avenue, Sherwood avenue, Helen street, and Prospect avenue, lying between Winthrop avenue and East avenue north, also that portion of Howard avenue lying between Lake Como and Phalen avenue and Autumn avenue, all in Harvester Heights Addition and Furness Garden Lots to the City of St. Paul, all as shown upon the plat attached to said petition, which said petition is duly verified as required by law, and sets forth the facts and reasons for such vacation; and

Whereas, The Council of said City deemed it expedient that the matter therein referred to should be proceeded with, and ordered said petition and accompanying plat to be filed of record in the office of the City Clerk, and ordered said Clerk to give notice by publication in the official paper of said City in the manner and for the time required by law, that said petition and the subject matter thereof would be heard and considered by the Council at a meeting thereof to be held in the Court House on the 22nd day of March 1922, at ten o'clock A. M., which said notice was duly published and given; now therefore, it is hereby

Resolved, By the Council of the City of St. Paul, that the above described portions of streets, as shown upon said plat, be and the same are hereby vacated and discontinued as public streets, subject expressly to the following conditions and reservations, viz:

(1) All the conditions, reservations and provisions contained in Ordinance No. 3394, entitled, "An ordinance regulating the procedure and prescribing the conditions for the vacation of public grounds, streets, alleys and highways in the City of St. Paul," approved March 16th, 191

(2) That said petitioners shall pay into the treasury of the City of St. Paul, the sum of Eleven Hundred Twenty-one and 62/100 Dollars (\$1121.62), together with the costs of this vacation proceeding.

(3) The bond provided for in said ordinance to be filed by said petitioners, is hereby fixed at the sum of One Thousand Dollars.

Adopted by the Council Mar. 23, 1922.

Approved Mar. 23, 1922.

(April 1-1922)

State of Minnesota )  
County of Ramsey ) ss.  
City of St. Paul )

I, John I. Faricy, City Clerk of the City of St. Paul, do hereby certify that I have compared the attached printed copy of Council File No. 38809 approved March 23rd, 1922 with the original thereof now on file in my office.

I further certify that I have compared the attached plat with the original plat attached to the petition for the vacation of the streets and alleys specified in said resolution on file

in my office, and that said copy of said resolution and said copy of said plat are true and correct copies of said originals, and of the whole thereof.

I further certify that all the conditions of said resolution have been complied with.

Witness the Seal of the City of St. Paul this 22nd day of April, A. D. 1922.

( Seal of the City of Saint Paul )  
( Incorporated March 4th, 1854. )

John I. Faricy, City Clerk

Filed for record on the 22 day of April, A. D. 1922, at 12:20 o'clock P. M.

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#608355

This Agreement, made and entered into this Twenty-fifth day of April, A. D. 1922,

by and between Fred Danielson or Frad Danielson and Lena Danielson, his wife, of the city of St. Paul, County of Ramsey and State of Minnesota, parties of the first part, and Fred Kumpf and Sadie G. Kumpf, husband and wife, of the city of St. Paul, County of Ramsey State of Minnesota, parties of the second part.

Witnesseth, That for and in consideration of the covenants and agreements of the said parties of the second part, hereinafter contained the said parties of the first part hereby agree and covenant with the said parties of the second part as follows, to-wit:

That they have sold and hereby do sell, unto the said parties of the second part, as joint tenants and not as tenants in common, the following described premises situated in the County of Ramsey, State of Minnesota, to-wit:

All of Lot One (1) and the north one-half (N $\frac{1}{2}$ ) of Lot Two (2) in Block four (4), in Lovering's Addition to Union Park, City of St. Paul, according to the plat thereof on file and of record in the office of the Register of Deeds in and for the said County of Ramsey, subject however, to any change in the size of said property caused by the vacating, opening, widening or narrowing of any street or alley;

And will deliver to them the use and possession thereof on May 1st, 1922, upon the condition and understanding that this contract shall not be taken as authorizing, contemplating or consenting to any improvement of said premises by reason of which any lien for labor or material shall attach thereto;

That upon the prompt and full performance by the said parties of the second part of their part of this agreement herein contained, they will convey said premises to the said parties of the second part, by Deed of Warranty, and a good and marketable title in fee clear of all encumbrances, except such mortgage as described or provided for below, or except such as may be placed thereon or suffered to accrue against it by the said parties of the second part, if any such there be;