REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 26th day of May 1928, by and between H. C. K. Muhlenberg and Helen D. Muhlenberg, his wife, parties of the first part, hereinafter referred to as "vendor" and Caroline May Owen, party of the second part, hereinafter referred to as " vendee.

Witnesseth: That for and in consideration of the mutual promises and agreements hereinafter contained, the vendor agrees to sell to the vendee, and the vendee agrees to purchase from vendor the following described real estate situated in the City of Seattle, County of King, State of Washington, to wit:

The S.E. 50 ft. of the S.W. 1/4 of lot 2, block 3, of the Montlake Tracts Addition to the City of Seattle, as filed in the King County Auditor's office (more specifically known as lot 2-W, block 3) with the appurtenances, on the following terms and conditions:

The total purchase price of the said property is the sum of One thousand two hundred seventy five ($1275) of which the sum of Three hundred eighty two and 50/100 ($382.50) dollars has this day been paid to the vendor, and the receipt whereof is this day hereby acknowledged by the said vendor. The balance of the purchase price in the sum of Eight hundred ninety two and 50/100 ($892.50) Dollars shall be paid as follows: Eighteen ($18.00) dollars or more on the 1st day of Sept. 1928 and eighteen ($18.00) Dollars, more on the 1st day of each and every month thereafter until the total remaining balance of eight hundred ninety two and 50/100 ($892.50) Dollars, together with interest thereon, has been paid in full. Monthly payments to include interest at seven (7%) per cent per annum and apply first on accrued interest to date and the balance in reducing the principal sum.

Nothing shall operate to extinguish or diminish any liability upon this contract, or relieve the said vendee from any of the payments herein provided.

It is further agreed that the vendee shall pay all taxes and assessments that may be levied after the date hereof at the time that the same may be due and payable, and shall allow no labor or material liens to be perfected against the said premises.

The vendee agrees to take the property herein described subject to the following restrictions, which shall be deemed covenants running with the land, and shall also be conditions subsequent, which restrictions and covenants shall be effective until January 1, 1958.

1. There shall not be erected or maintained upon any platted lot any structure other than one single detached dwelling house, with or without private garage, in architecture in harmony with such dwelling house, and said premises shall be used only for private residence purposes.

2. No such dwelling house shall be erected or maintained which shall cost at prevailing market prices, less than $5,000.00, and the erection of no such house upon said property shall be commenced prior to December 31, 1932, until after plans thereof have been approved by an architect employed by the vendor at its expense.

3. No chicken or other fowl, or animals except individual household pets, shall be kept or maintained upon said property.
4. No person or persons, of Astatic, African or Negro blood, lineage or extraction shall be permitted to occupy a portion of said property, or any building thereon, except domestic servant or servants may be actually and in good faith employed by white occupants of such premises.

5. No house, or part thereof, or other structure, shall be constructed or maintained upon said premises nearer to the front street margin than the line described upon the plat as "building line".

Upon the violation of the foregoing restrictions, by the vendee, or the officers, agents, assignees, grantees or assignees, of the vendee, the entire estate in the herein described property shall revert to the grantor herein, its successors or assigns.

Upon the complete performance of all of the covenants, here-in required to be performed, by the vendee, the vendor agrees to execute and deliver to the vendee a Special Warranty Deed to the said premises, subject to the provisions hereof, excepting from warranties thereof, however, the following:

1. Restrictions above set forth,

2. All Liabilities arising or created against the property by the vendee, or those claiming under vendee from and after date hereof.

3. All taxes, assessments, levies and charges which shall be made upon or against the same, which said taxes, assessments, levies and charges the vendee assumes and agrees to pay.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs unless the covenant or agreement relied on be in writing and attached to and made a part of this contract, and vendee has examined and accepts title as of this date.

Time is of the essence of this contract, and in case of the failure of vendee to make either of the payments or perform any of the covenants on his part, this contract shall be forfeited and terminated at the election of said vendor, and said vendee shall forfeit all payments, made on this contract, and such payments shall be retained by said vendor in full satisfaction and liquidation of all damages sustained, and shall have the right to re-enter and take possession of said land and premises and every part thereof, free and clear of any and all claim, right or interest whatsoever, of said vendee thereunto, and it is expressly understood and agreed that in case any extension of time is given or refused on any payment or payments or any of the covenants herein provided for, the same shall not be understood to or constitute a waiver of the right of the vendor to declare this contract forfeited for non-payment of any subsequent payment upon default thereof, and in case of default in any payment or covenant, if vendor elects to foreclose and terminate this contract, notice of such election to foreclose may be given to vendee by mailing such notice to vendee.

Where the words "vendor" or "vendee" occur in this contract the same shall include heirs, successors, administrators or assigns.

In Witness Whereof, the parties hereto have executed this instrument in duplicate, the day and year first herein written.

Caroline May Owen
Vendee

H. C. E. Muhlenberg
Vendor

STATE OF WASHINGTON
COUNTY OF KING

On this 5th day of June A.D. 1926, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. C. E. Muhlenberg and Helen D. Muhlenberg, his wife, to me known to be the executors of the foregoing instrument, and acknowledged the
Montlake Tracts, an Addition to the City of Seattle

Rutherford & Whitworth

Engineers

Scale: 1 inch = 100 Feet

Description

This plot of "Montlake Tracts, an Addition to the City of Seattle," covers and includes the southwest one half of the northeast quarter of the southwest one corner of the northeast quarter of the southeast one corner of the northeast quarter of Township Twenty-five (25) North, Range Four (4) East, of the Willamette Meridian.

All dimensions are as shown on the face of the plot.

All bearings are referred to the City Standard Meridian of the City of Seattle.

The initial point of the plot is the southwest corner of Lot 1, Block 4, which point is 30 feet northerly and 40 feet westerly from the southwest corner of this tract.

Approved by the Mayor and the City Council of the City of Seattle, by Ordinance No. 32777 this 24th day of June A.D. 1913

Attest: H.W. Carrell

City Clerk of the City of Seattle

H.C. Gill

Mayor

Dedication

Know all men by these presents, that Magdalena Nicklas, a widow, owner in fee simple of the land hereby platted, hereby dedicates the plot and dedication to the use of the public forever all the streets, avenues, places and driving shown thereon, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes, given the right to make all necessary changes for roads and streets upon the blocks and tracts shown on this plat in the reasonable original grading of all the streets, avenues, plazas and driveways shown herein.

In witness whereof I have hereunto set my hand and seal this 30th day of June A.D. 1913.

Magdalena Nicklas

939312

Acknowledgment

State of Washington

County of King

This is to certify that on this 30th day of June A.D. 1913, before the undersigned Public Officer, I, the undersigned Public Officer, executed and acknowledged this dedication, which is hereby acknowledged, and made it a material part of the record of the deed to the property described in the said dedication to the City of Seattle.

In witness whereof I have hereunto set my hand and seal this 30th day of June A.D. 1913.

H.W. Carrell

Notary Public in and for the County of Washington, State of Washington

Exhibited and approved this 22nd day of June A.D. 1914.

A.H. Dimock

City Engineer
Ne 50th St & Harold Pl Ne
Seattle, WA 98105, US

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