

151-173

to

Daisy Gerbing,

REAL ESTATE CONTRACT

This Agreement, Made and entered into this 27th day of September, 1928, by and between F.W. Keen Company, a corporation of Seattle, Washington party of the first part, hereinafter referred to as "vendor," and Daisy Gerbing, a married woman, of Seattle, Washington, 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:

Lot two (2) block sixty two (62), Carleton Park Addition to the City of Seattle, with the appurtenances, on the following terms and conditions:

The total purchase price of the said property is the sum of Sixteen Hundred Seventy five Dollars, (\$1675.00) of which the sum of Three Hundred Forty three Dollars Seventy five Cents (\$343.75) 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 Thirteen Hundred Thirty one Dollars Twenty five cents (\$1331.25) shall be paid as follows: In monthly installments of not less than Twenty five Dollars (\$25.00), beginning on the 10th day of October, 1928, and a like payment, or more, on the 10th day of each and every month thereafter until the full balance of Thirteen Hundred Thirty one Dollars Twenty five Cents (\$1331.25) has been paid, with interest at the rate of Seven per cent (7%) per annum, interest to be computed monthly, and shall be deducted from the monthly payments, and the balance to be applied on the contract.

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 said 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 \$5000.00; and the erection of no such house upon said property shall be commenced prior to December 31, 1932, until after plans therefor have been approved by an architect employed by the vendor at its expense.
3. No chickens or other fowl, or animals, except individual household pets, shall at any time be kept or maintained upon said property.
4. No person or persons of Asiatic, 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 limit."

Upon the violation of any of the foregoing restrictions by the vendee, or the officers, agents, devisees, 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 herein required to be performed by the vendee, the vendor agrees to execute and deliver to the vendee a 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 purchase 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 an 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 therein or thereto, and it is expressly understood and agreed that in case any extension of time is given or suffered on any payment or payments or any of the covenants herein provided for, that same shall not be understood to be 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 forfeit and terminate this contract, notice of such election to forfeit 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.

(F. W. K. Co. Corp. Seal)

F. W. Keen Company,

By Geo. E. Morford, President.

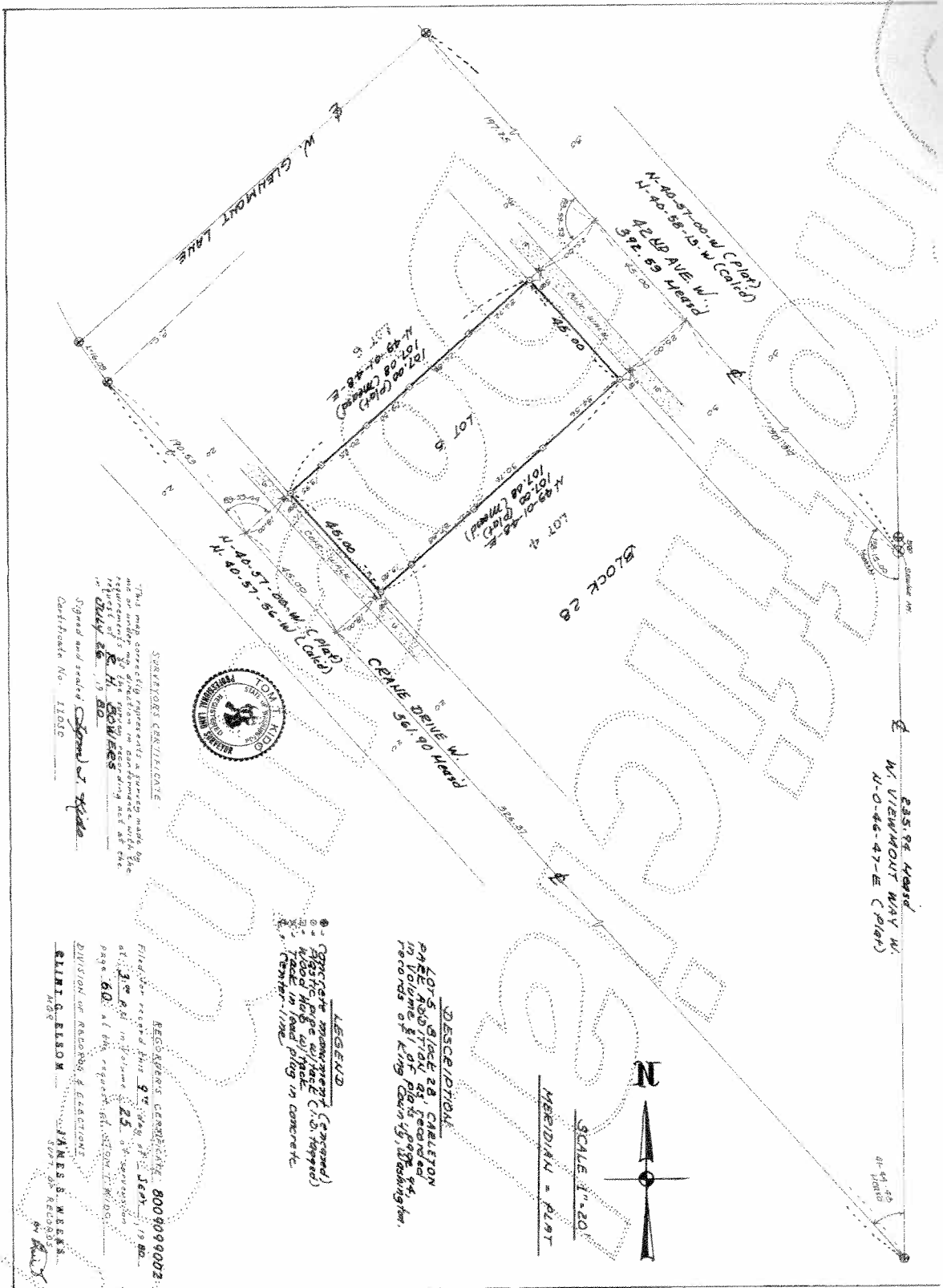
By Harry L. Du Bois Secretary.

Mrs Daisy Gerbing,

State of Washington,) ss.
County of King)

On this 27th day of September, A. D. 1928, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Geo. E. Morford, and Harry L. Du Bois to me known to be the President and Secretary, respectively, of F. W. Keen Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.



Surveyors Certificate
 This map correctly represents a survey made by
 me or under my direction in conformity with the
 requirements of the Surveyors' Act of 1920
 and is a true and correct copy of the original
 filed in my office on this 19th day of July 1920.
 Signed and sealed: *James S. Meers*
 Certificate No. 11016

RECORDERS CERTIFICATE
 This plan was received this 19th day of July 1920
 at 3:00 P.M. in Volume 25, page 80.
 DIVISION OF RECORDS & ESTATES
 JAMES S. MEERS
 1920

LEGEND
 ① - Spot height measurement (ground)
 ② - Spot height (all levels)
 ③ - Take in lead plug in concrete
 ④ - Center line

DESCRIPTION
 LOT 5, BLOCK 28, CALETON
 P&E ADDITION as recorded
 in Volume 21, of plate page 44,
 records of King County, Washington.



SCALE 1"=20'
 MERIDIAN = PLAT

83.98' Road
 N. 40-46-47-E (PLAT)