

John A. Cortez et ux

North Seattle Heights

6/6/1930

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D249-250

Real Estate Contract

Recd 1500

This agreement, made and entered into this 6th day of June 1930, by and between the Seattle Trust Company, a Washington corporation, hereinafter called the "seller," and John A. and Anna P. Cortez, his wife, hereinafter called the "purchaser."

Witnesseth, that the seller hereby agrees to sell to the purchaser, and the purchaser agrees to purchase the following described real estate, situate in King County, State of Washington, to-wit:

Lot Sixteen (16) Block Four (4) in North Seattle Heights Div. No. One (1), according to the plat thereof recorded in Volume 31 of Plats, page 28, records of the Auditor's Office of King County, Washington, with appurtenances, subject to right of public to make necessary slopes in original grading of streets as granted in dedication of plat, on the following terms and conditions: The purchase price of said described premises is the sum of four hundred and ninety five dollars (\$495.00) dollars, of which the sum of fifty dollars (\$50.00) dollars, has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of four hundred and forty five dollars (\$445.00) dollars, shall be paid in monthly installments of ten dollars (\$10.00) dollars, or more, payable on or before the first day of each month hereafter, with interest at the rate of seven per cent per annum, starting 90 days from the date of this contract payable each month thereafter.

All payments to be made at the office of the Seattle Trust Company.

This contract shall not be assigned by the purchaser without the written consent of the seller first having been secured and the payment of the sum of \$2.00.

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may arise between grantor and grantee hereafter become a lien on said premises.

The purchaser shall have possession of the premises and be entitled to retain possession as long as the purchaser is not in default in carrying out the terms of this agreement.

It is understood and agreed that said described premises have been inspected by the purchaser, that the same is and has been purchased by said purchaser as a result of said inspection, and any representation, promise or statement made by any selling agent and not embodied in this agreement shall not be binding upon the Seattle Trust Company, and that all representations affecting this sale are expressed herein.

Time is of the essence of this contract, and in case the purchaser shall fail to make any payment of the said purchase price, or to keep or perform any of the terms, covenants and provisions of this contract, promptly, at the time and in the manner as hereinbefore specified, such failure on the part of the purchaser shall authorize the seller to cancel this contract, provided, however, that said seller shall serve thirty (30) days' written notice, on said purchaser, of its intention to forfeit said rights of purchaser in said contract, and on failure on the part of the purchaser to make payments and to perform the terms and provisions of this contract pursuant to such notice, the seller may elect to cancel this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

The seller agrees on full payment of said purchase price in manner hereinbefore specified, and the surrender of this contract to make, execute, and deliver to the purchaser a special warranty deed of conveyance of said described premises, subject to the restrictive covenants herein set forth; also to procure a purchaser's policy of title insurance issued by Washington Title Insurance Co. insuring purchaser to the full amount of said purchase price against loss or damage by reason of defect in the title of the seller to said described premises, or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees to deliver to the purchaser a certificate of one share of common stock of the

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North Seattle Heights Water Co., fully paid, at the time of delivery of the deed to said premises premises. Said Water Co. has entered into a contract with the seller to install or cause to be installed without cost to the purchaser, water pipes or mains in the street in front of said described premises which agreement also defines the terms and conditions upon which the purchaser may be entitled to water service.

Purchaser covenants:

- 1 - That no part of said described premises shall be used or occupied by any person not of white or Caucasian race, except a domestic servant actually employed by a white occupant of such building.
- 2 - That no outhouses for lavatory conveniences will be erected on said described premises, and conveniences will be incorporated within, or as a part of, the building to which they appertain.
- 3 - That all dwellings erected upon said described premises shall be completed and painted within six months after construction of same has begun.
- 4 - That said dwellings shall be of a value of not less than two thousand dollars (\$2,000.00).
- 5 - That no billboard or display advertising signs shall be erected or placed upon said described premises.
- 6 - That all dwellings erected upon said described premises shall be placed and set back not less than ten feet from the street line.
- 7 - That no garage, tool house, wood shed or other temporary or permanent structure apart from the main building on said premises shall be erected or placed within seventy-five feet from the street line.
- 8 - That said described premises and no part thereof shall be used for any unlawful purpose or in violation of the Constitution or statutes of either the United States or of the State of Washington or any subdivision thereof.

These covenants shall be covenants running with the land and binding upon purchasers and successors in interest.

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

O.K. (S.T.Co. Corp. Seal)  
M.

Seattle Trust Company  
 By Cebert Baillargeon President  
 By Harold V. Smith Assistant Secretary  
 John A. Cortez (Seal)  
 Anna P. Cortez Purchaser (Seal)  
 Address: 708 7th Ave Seattle Wn.  
 Telephone No. El 0439

State of Washington )ss.  
County of King

On this 6th day of June, 1930, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cebert Baillargeon and Harold V. Smith, to me known to be the President and Assistant Secretary, respectively, of Seattle Trust 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 herein 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 first above written.

(P. M. Notary Seal)

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