

valuable consideration in hand paid, convey and quit-claim to James B. Vail and Dagmar Vail, husband and wife all interest in the following described Real Estate

The South Ninety-five (95) feet of West half of Lot 12, and the South ninety-five (95) feet of Lot 13, Block one (1) of Phillip's Addition to Bremerton, Kitsap County, Washington, including an easement across the three (3) feet immediately North thereof and adjacent thereto (and being across the South three (3) feet of the North forty-five (45) feet of the West one-half of said Lot twelve (12), and across the South three (3) feet of the North Forty-five (45) feet of said lot Thirteen (13) for ingress and egress from and to above described property, and subject to easement for water and sewer line across the same.

situated in the County of Kitsap, State of Washington

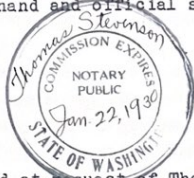
Dated this 18th day of July, 1928.

W A Parker  
Mary Parker

STATE OF WASHINGTON, } SS.  
County of Kitsap

I, the undersigned a Notary Public, do hereby certify that on this 18th day of July 1928, personally appeared before me W. A. Parker and Mary Parker, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of July A.D. 1928.



Thomas Stevenson  
Notary Public in and for the State of  
Washington, Residing at Bremerton.

Filed for record at request of Thomas Stevenson July 20 1928 at 9:11 A.M. and recorded July 21 1928 at 11:01 A.M.

J. M. Peterson, County Auditor,  
By *Volita Bliss* Deputy

171234

REAL ESTATE CONTRACT  
(CORPORATE FORM)

THIS AGREEMENT, made and entered into this 16th day of July, 1928 between FULMER AND COMPANY, a corporation hereinafter called the "seller," and Albert E. Wolfe and Latie B. Wolfe, husband and wife hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in Kitsap County State of Washington, to-wit:

Lots Eleven (11) and Twelve (12), Plat of Eldorado Park Beach together with the right to appropriate for each lot, and for domestic household purposes only, such quantity of water as will flow thru a circular orifice one-half inch in diameter under a 200 foot head and for that purpose, and under the direction of the seller, its successors or assigns to tap the water main now or that may be hereafter installed and to divert such water out of said mains and to conduct the same across the above described property at the expense of the purchasers; provided, however, that the purchasers will be responsible for their pro rata share of the cost, upkeep and maintenance of the present or any future water systems or water mains necessary to carry water to the purchaser's property; and provided further, that at any time that the water system or water mains cease to be maintained, then the purchaser may divert said flow of water directly from the stream and conduct same in pipes constructed and maintained at the expense of the purchasers, provided however, that in any case the quantity of water diverted for each lot from mains or stream during any period of twenty-four hours shall not exceed one per cent of the total flow of said stream during such period, and it is hereby further provided that the seller, its successors or assigns reserve the right to cross the above described property for the purpose of laying, repairing or replacing water mains, and provided further that any additional rights granted by the seller, its successors or assigns to water from the subject water system or water source shall be limited to such surplus water as is not required for the 33 lots in Eldorado Park Beach as provided above.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of ONE THOUSAND SEVEN HUNDRED THIRTY AND NO/100 Dollars, of which the sum of ONE HUNDRED AND NO/100 Dollars has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of ONE THOUSAND SIX HUNDRED THIRTY AND NO/100 Dollars shall be paid as follows: Beginning on the 15th day of August, 1928, and on the same day of each and every month thereafter the sum of \$25.00 or more,

including interest on the principal remaining unpaid on same day at the rate of 7% per annum, and the balance, if any, is to be paid on the 15th day of August, 1930.

The above described real property is sold under the following restrictions, with the right in every purchaser of any property located in Eldorado Park Beach addition to enforce same, and the following restrictions shall apply to each and every lot in said addition except as noted:

(1) No outside toilets or water closets shall be constructed on any lot in said addition.  
 (2) No store, gas station, hotel, camping resort, or cabins for rent shall be constructed or operated on any of said lots, nor shall any other business of any kind be conducted on any of said lots.

(3) The timber on that portion of each lot lying between State Road No. 21 and what is known as the old County Road shall not be reopened until such time as State Road No. 21 is paved, at which time this restriction shall cease. This restriction shall not apply to Lots 21 to 33 inclusive.

(4) The purchaser, his heirs, successors or assigns shall never lease, sell or rent to, or permit the premises herein sold to be occupied or owned by any person of any race other than what is known as the "White Race," and in the event this clause is ever broken said property shall immediately revert to the seller, its successors or assigns.

It is intended and understood that these restrictions shall be deemed covenants running with the land and be perpetual.

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises, and in the event of the failure of the purchaser to pay any thereof the seller may pay the same, and any amount so paid by the seller, together with interest thereon from date of payment until repaid at 10 per cent. per annum shall be repayable by the purchaser on demand, without prejudice to any other right the seller might have by reason of such breach of covenant.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to deliver all policies and renewals thereof to the seller.

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.

The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient deed of conveyance of said described premises.

Time is of the essence of this contract, and in case the purchaser shall fail to make any payment of the said purchase price, promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

FULMER AND COMPANY

By C. A. Fulmer President

By A. E. Brooks Secretary

Albert E. Wolfe.

Latie B. Wolfe



STATE OF WASHINGTON, } ss.  
 County of Kitsap

On this 16th day of July, A.D. 1928, before me, the undersigned, a Notary Public in and



# ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
COUNTY OF KING ) S.S.

This is to certify that on this 19<sup>th</sup> day of FEB. A.D. 1955, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Greta M. Mason, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes mentioned therein.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

J. F. McCarthy  
Notary Public in and for the State of Washington

Residing at Seattle

# ACKNOWLEDGEMENT

STATE OF Washington )  
COUNTY OF Kitsap ) S.S.

This is to certify that on this 23 day of Feb. A.D. 1955, before me, the undersigned, a notary public in and for the State of Wash., duly commissioned and sworn, personally appeared Esther Grandall McLellan, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes mentioned therein.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

[Signature]  
Notary Public in and for the State of Washington.

Residing at Bremerton

# ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF Riverside ) S.S.

This is to certify that on this 11 day of March A.D. 1955, before me, the undersigned, a notary public in and for the State of California, duly commissioned and sworn, personally appeared Victor P. Laursen and Lucille Laursen, his wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes mentioned therein.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

[Signature]  
Notary Public in and for the State of California  
My Commission Expires Sept. 28, 1960

Residing at Cathedral City

# ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) S.S.

This is to certify that on this 4 day of March A.D. 1955, before me, the undersigned, a notary public in and for the State of California, duly commissioned and sworn, personally appeared James E. McCauley and Betty M. McCauley, his wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes mentioned therein.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

[Signature]  
Notary Public in and for the State of California

Residing at Costa Mesa

# CORPORATE ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
COUNTY OF KITSAP ) S.S.

This is to certify that on this 23<sup>rd</sup> day of February A.D. 1955, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared W. Buffington, Assistant Manager of the Seattle First National Bank, Bremerton Branch, a corporation duly organized under the laws of the State of Washington, and Leo Haskell, Manager of the National Bank of Commerce of Seattle, Bremerton Branch, a corporation duly organized under the laws of the State of Washington, to me known to be officers of the corporations which executed the foregoing instrument and acknowledged to me that they signed and sealed the same as a free and voluntary act and deed of said corporations for the uses and purposes mentioned therein.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

[Signature]  
Notary Public in and for the State of Washington

Residing at Bremerton

# CORPORATE ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
COUNTY OF PIERCE ) S.S.

This is to certify that on this 15 day of MARCH A.D. 1955, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Gerrit Vander Ende and Anna E. Langlow, President and Secretary respectively of the Pacific First Federal Savings and Loan Association of Tacoma, a corporation duly organized under the laws of the State of Washington, to me known to be officers of the corporation which executed the foregoing instrument and acknowledged to me that they signed and sealed the same as a free and voluntary act and deed of said corporation for the uses and purposes mentioned therein.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

[Signature]  
Notary Public in and for the State of Washington

Residing at Tacoma

# ENGINEERS CERTIFICATE

I hereby certify that the "REPLAT OF ELDORADO PARK BEACH" is based upon an actual survey and subdivision of Section 32, Township 25 north, Range 1 east, WM, that the distances and courses of angles are shown thereon correctly, the monuments have been set and all lot and block corners have been staked on the ground.

[Signature]  
Civil Engineer and Land Surveyor

# APPROVALS

Examined and approved this 28 day of March A.D. 1955.

[Signature]  
Kitsap County Engineer

Examined and approved by the Board of County Commissioners this 16 day of May A.D. 1955.

[Signature]  
Chairman, Board of County Commissioners

Attested: Margaret McPherson  
Auditor and Clerk, Board of County Commissioners

# TREASURERS CERTIFICATE

I, Treasurer of Kitsap County, Washington, hereby certify that all taxes on the above described property are fully paid, up to and including the year A.D. 1955.

[Signature]  
Kitsap County Treasurer

# FILING

Filed for record at the request of H. H. Schlee this 16 day of May A.D. 1955, at 30 minutes past 12 o'clock, and recorded in Volume 8 of plats, page 35, records of Kitsap County, Washington.

Margaret McPherson  
Kitsap County Auditor

By: Florence Muller  
Deputy

# REPLAT ELDORADO PARK BEACH

GOVT. LOT 1 and 2 - SEC. 32, T25N, R1E, WM

FEB. 4, 1955