

2776406

Angie B. Collins, Executor and Trustee, et al

To

Warranty Deed

Charles Drew

Deed

This Indenture, Made this 14th day of November, 1929 by and between Angie B. Collins, John Francis Collins and R. L. Hodgdon, as executors and trustees under the last Will and Testament of John Collins, deceased, and John Francis Collins, a bachelor, of Seattle, Washington, parties of the first part, and Charles Drew, of Seattle, Washington, party of the second part, Witnesseth:

That the parties of the first part, for and in consideration of the sum of one dollar and other valuable considerations, the receipt of which is hereby acknowledged, do by these presents convey and warrant unto the said party of the second part, his heirs and assigns, subject to the agreements, covenants and restrictions hereinafter set forth, the following described real property situated in the County of King, State of Washington, viz.:

The East 39.5 feet of the west 395 feet of Government Lot Four (4) in Section three (3), Township twenty-two (22) North, Range Four (4) East W. M., except the south 550 feet thereof, subject to a roadway over the south 20 feet of said tract, together with the shore lands fronting thereon; in Section Three (3), Township Twenty-two (22) North, Range Four (4) East of the Willamette Meridian, together with all shorelands of the second class situated in front of, adjacent to or abutting upon said property, subject to the exceptions and reservations made in deed of shorelands from the State of Washington to Angie B. Collins, et al (being Tract No. 149 in a survey known as Angle Lake Shore Acres, Division No. 3).

To Have and To Hold the above granted premises unto the party of the second part, his heirs and assigns forever subject to the following agreements, covenants and restrictions, viz.:

(a) Throughout the period extending from the first day of April, 1926, until and including the 31st day of March, 1956, the said property, or any part thereof, shall not be used for nor shall there be permitted thereon any public amusement or restaurant, nor shall the said property, or any part thereof, be used or occupied by any person of the Malay or any Asiatic race or descent, or any person of the races commonly known as the Negro races, or of their descent, and the grantee, his heirs, personal representatives or assigns shall not, at any time throughout said period, place any such person in the possession or occupancy of said property, or any part thereof, or permit said property, or any part thereof, to be used or occupied by any such person, excepting only employees in the domestic service on the premises of persons qualified hereunder as occupants and users and residing on the premises; and the grantee, by the acceptance of this deed, does hereby agree to the foregoing restrictions, and said restrictions shall constitute a covenant running with the land and binding upon the grantee, his heirs, personal representatives and assigns; and the said restrictions shall be enforceable by the grantors or their successors in interest in any other tracts adjoining Angle Lake, or situated in Government Lots Four (4) and Five (5) in said Section Three (3), Township Twenty-two (22) North, Range Four (4) East W. M., sold by the grantors or their predecessors in interest subsequent to the first day of April, 1926, or which may hereafter be sold by them subsequent to that date.

(b) With respect to the following, viz.: The South 20 feet of the property hereby conveyed, which constitutes a part of a strip 40 feet wide extending from the west boundary line of a tract of land as staked out, covered by a contract dated August 24, 1926, given by Angie B. Collins, et al to J.H. Snively, west, a distance of approximately 600 feet, and at its west end forms a connection with a strip 30 feet wide, viz.: the west 30 feet of the south 550 feet of Government Lot 4, in Section 3, Township 22 North, Range 4 East W. M. (less 30 feet at the south end embraced in county road), as a part of the consideration for this conveyance it is mutually covenanted and agreed, as a covenant running with the land, for the common benefit of the said grantee and his successors in interest in said tract hereby conveyed and of said grantors and their successors in interest in each and every tract sold or which may be sold by the grantors adjoining or embracing said strips, or any part thereof, that such strips shall be charged with and subject to a perpetual easement for the common use of them and all of them and of the public as a driveway and passageway for ingress and egress; and by the giving and acceptance of this deed such easement is hereby created.

There is excepted from the warranties hereof and all taxes and assessments becoming payable after the 15th day of May, 1927, and any and all liabilities, liens and incumbrances created, permitted or imposed by the grantee or his predecessors in interest (other than grantors) in the premises hereby conveyed, or by any person claiming by, through or under said grantee or his predecessors in interest (other than the grantors) therein.

In Witness Whereof the said first parties have hereunto set their hands the day and year first above written.

Angie B. Collins
John Francis Collins
R. L. Hodgdon

As Executors and Trustees under the Last Will and Testament of John Collins, deceased.

John Francis Collins