THIS AGREEMENT Made and entered into this 20th day of October, 1928, by and between Chas. P. Clise, party of the first part, hereinafter referred to as "vendor" and B. T. Morrison part of the second part, hereinafter referred to as "vendee";

Witnesseth: That for and in consideration of the mutual promises and agreements hereinater 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 One (1), Block Sixty-seven (67) Carleton Park, an 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 Eleven Hundred and Fifty Dollars (\$1,150.00) of which the sum of Two Hundred Eighty-seven and 50/100 Dollars (\$287.50) 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 Sixty-two and 50/100 Dollars (\$862.50) shall be paid as follows:

Two Hundred Eighty-seven and 50/100 Dollars (\$287.50) on October 20, 1929.

Two Hundred Eighty-seven and 50/100 Dollars (\$287.50) on October 20, 1930.

Two Hundred Eighty-seven and 50/100 Dollars (\$287.50) on October 20, 1931.

The unpaid balances to bear interest at the rate of seven (7) per cent per annum, payable semi-annually.

Nothing shall operate to extinguish er 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 \$5,000.00; 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, grantess 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 Special Warranty Deed to the said president, subject to the provisions hereof, excepting from warranties the college.

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Upon the complete performance of all of the covenants herein required to be performed by the vendee, the vender agrees to execute and deliver to the vendee a Special Warranty Deed to the said president to the provisions hereof, excepting from warranties thereof, however, the following:

- 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 vendes has and accepts title as of this date.

magnolia butt

THE CITY OF SEATTLE

