

2454721

Caroletta I. Sargent

To

Warranty Deed

Anna Wirth

THE GRANTOR, Caroletta I. Sargent, a widow, for and in consideration of Ten and no/100 Dollars (\$10.00) in hand paid, convey and warrant to Anna Wirth, a spinster, the following described real estate: Lots eight (8) and nine (9) block one (1) Wade Addition to the City of Seattle, according to plat thereof recorded in Volume three (3) of Plats, page sixty-one (61) records of said county, subject to local improvement assessments and general taxes. Situated in the County of King, State of Washington. Dated this seventh day of April, 1928.

Witnesses:

Caroletta I. Sargent

Seal

State of Washington, ss  
County of King

I, the undersigned, a Notary Public, do hereby certify that on this seventh day of April, 1928, personally appeared before me, Caroletta I. Sargent, a widow, to me known to be the individual described in, and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this seventh day of April, A.D. 1928.

(W.H.W. Notarial Seal)  
(Com. Ex. July 19, 1930)

W. H. Washington  
Notary Public in and for the State of Washington, residing at Seattle.

Filed for record at request of J. F. Graham, Apr. 9, 1928, at 01 min past 1 P.M.

George A. Grant, County Auditor

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WD

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2454733

George A. Elmer et ux

To

Real Estate Contract

Elizabeth A. Carter

THIS AGREEMENT, made and entered into this 6th day of April, 1928, by and between George A. Elmer and Sadie K. Elmer, his wife, parties of the first part, and Elizabeth A. Carter, party of the second part, WITNESSETH:

That if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on her part to be made and performed, the said parties of the first part agree to convey by quit claim deed to said party of the second part, the following described lots or parcel of ground situate in King County, State of Washington: Lot seventeen (17) eighteen (18) and nineteen (19) in the plat of Cedar River Summer Home Sites, except the northerly twenty (20) feet of said lots reserved as a private way of ingress and egress for the owners of the other lots in said plat, second party to pay any taxes which may be levied upon said strip reserved and abutting upon the lots to be conveyed.

The party of the second part hereby covenants and agrees to pay party of the first part the sum of One Hundred Dollars in the manner following:

The sum of Ten Dollars at or before the execution of this agreement.

The sum of Five Dollars on the 10th day of May, 1928.

The sum of Five Dollars upon the 10th day of each and every month thereafter until the full purchase price with interest at the rate of seven per cent per annum, payable semi-annually, on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments or impositions that may be legally levied or imposed or become due upon said land subsequent to the year 1927.

In case of failure of said party of the second part to make either of the payments, or interest thereon or any part thereof, or perform either of the covenants on her part hereby made and entered into, then the whole of said payments and interest shall at the election of party of the first part become immediately due and payable and this contract shall at the option of party of the first part be forfeited and determined by giving to party of the second part ten days notice in writing of the intention of party of the first part to cancel and terminate this contract.

It is mutually agreed that this contract is not assignable or transferable by party of the second part without the written consent of party of the first part and that the conditions of the dedication of said plat are a part of this agreement and shall be a part of any deed conveying said property. This contract and any sale made of said property is and shall be subject to the following restrictions: No part of said property shall be used for the purpose of a public camp, road house or dance hall, but it shall be used for residence purposes only; nothing but residence and private garage shall be built on any of said lots and when built shall be used for residence and private garage purposes and shall not be occupied by any person other than those of the white race; no building shall be nearer than forty (40) feet to the ordinary high water line of Cedar River in front of said lots; the party of the first part shall have the first right to purchase the interest of the party of the second part in or to said property at a price equal to

any bona fide offer made for it when second party offers it for sale. If the party of the second part, her heirs, administrators, successors, assigns, or grantees, or any person claiming under her or either of them, shall violate any of the aforesaid restrictions, the title to the land hereby agreed to be conveyed shall forthwith without notice and without entry, revert to and rest in the party of the first part. Any deed given in compliance with this agreement or for the purpose of conveying any interest in said lots shall contain and be subject to the foregoing restrictions and penalty.

It is mutually agreed that in the event the parties of the first part shall exercise their option to forfeit and terminate this agreement, all payments made hereunder and all buildings, fences, or other improvements made upon said lots shall be forfeited to, be the property of and be retained by the parties of the first part as liquidated damages and they shall have the right to re-enter and take possession of said property and the whole thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 6th day of April, 1928,

George A. Elmer

Sadie K. Elmer

Parties of the first part.

Elizabeth A. Carter

Parties of the second part.

Filed for record at request of Elizabeth A. Carter, Apr. 9, 1928, at 45 min past 1 P.M.

George A. Grant, County Auditor

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n.d.

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2454756 Ward Hunt, Referee

To

Deed

E. J. Northfield et ux

THIS DEED, made the 29th day of March, 1928, between Ward Hunt, Referee duly appointed in the action hereinafter mentioned, grantor, and E. J. Northfield and M. M. Northfield, his wife, grantees, Witnesseth:

That whereas the grantor was duly appointed referee and qualified as such in an action in partition between Margaret Ogden, plaintiff, and J. E. Hess, M. M. Gorman and Jane Doe Gorman, defendants, Cause No. 203267, Superior Court, King County, Washington, and ordered by said Court to sell the property hereinafter described, and

Whereas, in pursuance of the judgment of the Court in said action said referee gave notice, at the time and in the manner provided by law and the judgment of said court, that said property would be sold at public auction, and thereafter at such sale sold said property to Mrs. E. J. Northfield, (also known as M. M. Northfield) whereupon said referee filed his report of such sale in said action on March 2nd, 1928, and thereafter and on March 14th, 1928, said report was approved and said sale confirmed by the court and order of confirmation entered on said last named date, now, therefore.

Said grantor, by virtue of the authority vested in him as referee as aforesaid and for and in consideration of the sum of \$1125.00, paid by the grantors, being the highest and best bid at the said sale under said judgment and notice of sale, does hereby grant, bargain, sell and convey unto the grantees.

The west half of lot eleven (11) and all of lot twelve (12) in block eight (8) of Motorline Second Addition to the City of Seattle, King County, Washington. subject to all taxes for the year 1927.

To have and to hold the premises herein granted unto the grantees, E. J. Northfield and M. M. Northfield, his wife, and assigns, forever.

IN WITNESS WHEREOF, the grantor has hereunto set his hand this 29th day of March, 1928.

Ward Hunt,

As Referee in Cause No. 203267, of the Superior Court of the State of Washington, for King County.

State of Washington )  
County of King )ss

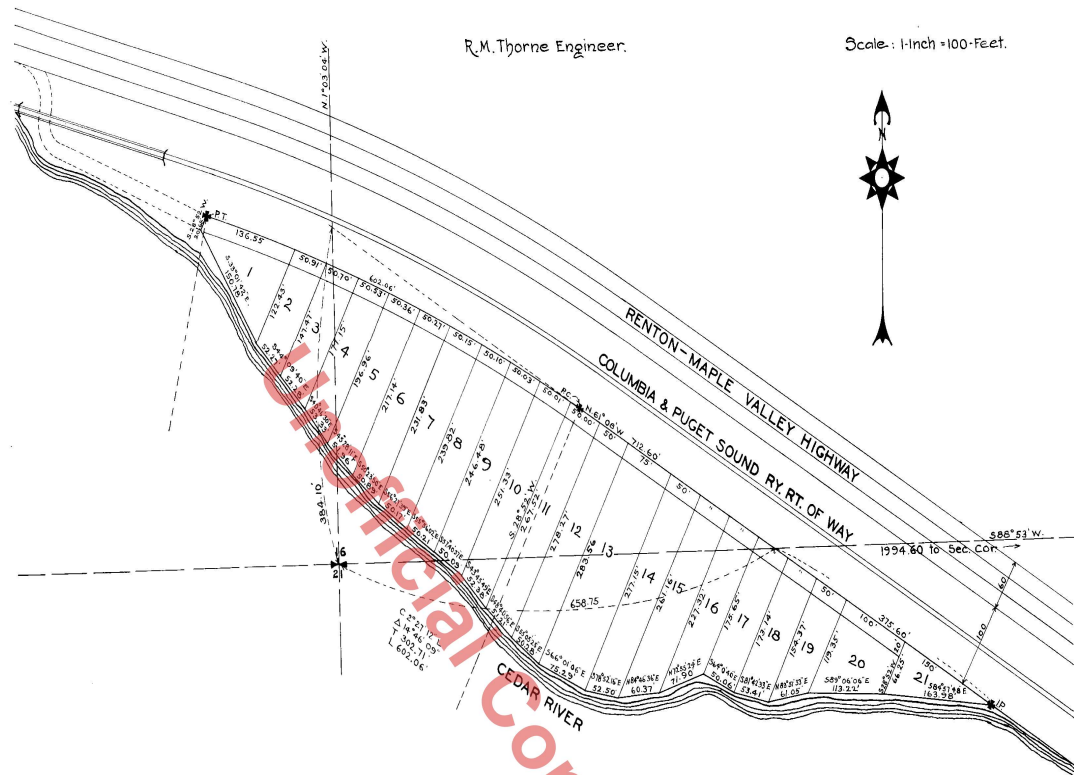
I, the undersigned, a Notary Public in and for the State of Washington, residing at Seattle, do hereby certify that on the 7th day of April, 1928, personally appeared before me, Ward Hunt, to me known to be the individual described in, and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, as Referee, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate first above written.  
(P.F. McK. Notarial Seal)  
(Com. Ex. Nov. 17, 1930)  
Approved April 7th, 1928.  
Walter B. Beals, Judge

Paul F. McKenna  
Notary Public in and for the State of Washington, residing at Seattle.

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# CEDAR RIVER SUMMER HOME SITES



## DESCRIPTION

This Plat comprising that portion of Government Lots 4 and 6 in Section 16, Township 23 North, Range 5 East, W.M., lying South of the Pacific Coast Railroad Companies Right of Way and that portion of Lot 5, Section 21, Twp. 23 North, Rang 5 East W.M., lying south of the above described Ry. Rt of Way, is more particularly described as follows:

Beginning at a point which is the corner common to Sections 15, 16, 21 and 22, Twp. 23 N.R. 5E. W.M., run thence S. 88° 53' W. 1994.60 feet; thence S. 61° 08' E. 375.60 feet to the true point of beginning; thence N. 61° 08' W. 712.60 feet to the point of curve of a 2° 21' 12" curve to the left; thence continue thru said curve 602.06 feet; thence S. 28° 52' W. 20.68 feet; thence S. 33° 01' 42" E. 150.78 feet; thence S. 44° 09' 40" E. 104.55 feet; thence S. 40° 46' 30" E. 53.33 feet; thence S. 45° 28' 11" E. 51.96 feet; thence S. 50° 23' 50" E. 50.89 feet; thence S. 56° 27' 39" E. 50.17 feet; thence S. 55° 56' 02" E. 50.21 feet; thence S. 51° 40' 37" E. 50.09 feet; thence S. 43° 45' 49" E. 52.38 feet; thence S. 48° 40' 56" E. 51.21 feet; thence S. 35° 05' 25" E. 50.28 feet; thence S. 66° 01' 06" E. 75.29 feet; thence S. 70° 52' 16" E. 52.50 feet; thence N. 84° 46' 36" E. 60.37 feet; thence N. 72° 55' 24" E. 71.90 feet; thence S. 64° 0' 40" E. 50.06 feet; thence S. 61° 42' 35" E. 53.41 feet; thence N. 83° 51' 33" E. 61.05 feet; thence S. 89° 06' 06" E. 113.22 feet; thence S. 84° 57' 48" E. 163.98 feet; to the point of beginning. Comprising 5.02 Acres more or less.

All dimensions are as shown on the face of the plat in feet.

I hereby certify that the plat of "Cedar River Summer Home Sites" is based upon an actual survey and subdivision of Section 16 Twp. 23 N. R. 5 E. W.M.; that the distances and courses and angles are shown thereon correctly; that the monuments have been set and lot and block corners staked on the ground

R. M. Thorne

## DEDICATION

**SEAL** KNOW ALL MEN BY THESE PRESENTS, that we, George A. Elmer and Sadie K. Elmer, his wife, owners in fee simple of the land embraced in this "CEDAR RIVER SUMMER HOME SITES" do hereby dedicate this plat; and we do further perpetually dedicate, donate and grant on the North side of Lots One (1) to Twenty (20) inclusive, a strip of land twenty (20) feet in width for the exclusive use of each and every properly owner of the aforesaid lots for the purposes of ingress and egress, and we do hereby declare that a like grant shall be incorporated in each and every deed granted by grantors conveying said property.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 12th day of March A.D. 1928.

In presence of: Geo. A. Elmer  
R. M. Thorne Sadie K. Elmer

Examined and approved this 27th day of March A.D. 1928.

J. M. Sparkman  
Chairman of the Board of County Commissioners.

Attest  
C. F. Gage  
Dep. Clerk of the Board of County Commissioners.



Thomas H. Corder,  
Draftsman.

## ACKNOWLEDGMENT

STATE OF WASHINGTON } ss.  
COUNTY OF KING

THIS IS TO CERTIFY that on this 12th day of March 1928 before me, the undersigned, a Notary Public, personally appeared George A. Elmer and Sadie K. Elmer, to me known to be the persons who executed the foregoing dedication and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.

Jesse T. Wilkins  
Notary Public in and for the State of Washington, residing at Renton.



Examined and approved this 26 day of March A.D. 1928.

By Thomas D. Hunt, Deputy  
Don. H. Evans  
County Engineer.

2451689

Filed for record at the request of the King County Engineer, the 27th day of March A.D. 1928 at 13 minutes past 3 o'clock P.M. and recorded in Vol. 31 of Plats, page 44 Records of King County, Washington.

By  
Deputy County Auditor.