

State of Washington,)ss.
County of King

THIS IS TO CERTIFY, That on this 1st day of November, A. D., 1929, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Charles Zaluskey and Marie Zaluskey, his wife, to me known to be the individuals described in and who executed the within 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 therein mentioned.

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

(L. L. Notarial Seal)
(Com Ex.Feb.20,1932)

Leona Lederman,
Notary Public in and for the State of Washington, residing at Seattle.

Filed for record at request of E.R.Thomas and Company, Inc., Dec.7,1929, at 21 min past

11 A.M.

HB

George A. Grant, County Auditor.

2575482

West & Wheeler,

to

Real Estate Contract

J. D. Alder,

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 14th day of October, 1929, by and between West & Wheeler, a Washington corporation, party of the first part, hereinafter referred to as "vendor," and J. D. Alder, 2509 4th Ave., No., Seattle, party of the second part, hereinafter referred to as "vendee".

WITNESSETH: That for and in consideration of the mutual promises and agreements hereinafter 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:

Lots nineteen (19) and twenty (20), block seventeen (17), High Point Addition to the City of Seattle.

with the appurtenances, on the following terms and conditions:

The total purchase price of said property is the sum of Thirteen Hundred and Fifty (\$1350.00) Dollars of which the sum of Three Hundred and Five (\$305.00) Dollars 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 Ten Hundred Forty five (\$1045.00) Dollars, shall be paid as follows: Fifteen (\$15.00) Dollars, or more, together with interest at the rate of seven (7) per cent per annum, payable each and every month hereafter on the 14th day of _ month until the entire purchase price has been paid in full.

Nothing shall operate to extinguish or 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 residence 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 \$3,000, except that on 31st Avenue S.W. the minimum cost shall be \$2,000.
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 other than the white or caucasian race 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 residence or part thereof, shall be constructed or maintained upon said premises nearer than twenty feet to the front street margin.

Upon the violation of any of the foregoing restrictions by the vendee, or the officers, agents, devisees, grantees 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 Warranty Deed to the said premises,

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subject to the provisions hereof, excepting from warranties thereof, however, the following:

- 1. Restrictions above set forth.
- 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 hereafter 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 the vendee has examined and accepts title as of this date. Seller to furnish title insurance certificate to date hereof.

Time is of the essence of this contract, and in case of the failure of vendee to make either of the payments or perform any of the covenants on his part, this contract shall be forfeited and terminated at the election of said vendor, and said vendee shall forfeit all payments made on this contract, and such payments shall be retained by said vendor in full satisfaction and liquidation of all damages sustained, and shall have the right to re-enter and take possession of said land and premises and every part thereof, free and clear of any and all claim, right or interest whatsoever, of said vendee therein or thereto, and it is expressly understood and agreed that in case any extension of time is given or suffered on any payment or payments or any of the covenants herein provided for, that same shall not be understood to be or constitute a waiver of the right of the vendor to declare this contract forfeited for non-payment of any subsequent payment upon default thereof, and in case of default in any payment or covenant, if vendor elects to forfeit and terminate this contract, notice of such election to forfeit may be given to vendee by mailing such notice to vendee.

Where the words "vendor" or "vendee" occur in this contract the same shall include heirs, successors, administrators or assigns.

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

(W. & W. Corp. Seal)

West & Wheeler,
By J.W.Wheeler; As its Treasurer, Vendor.

State of Washington,)ss.
County of King

On this 14th day of October, A. D. 1929, before me personally appeared J.W.Wheeler, to me known to be the Treasurer of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(I. J. H. Notarial Seal)
(Com Ex. Jan. 2, 1931)

Ida J. Holland,
Notary Public in and for the State of Washington, residing at Seattle.

Filed for record at request of J.D.Alder, Dec. 7, 1929, at 41 min past 11 A.M.

George A. Grant, County Auditor.

James McClintock, et ux,
to
Burwell & Morford,

Warranty Deed

STATUTORY WARRANTY DEED

THE GRANTORS, James McClintock and Annie McClintock, his wife, for and in consideration of Ten and no/100 (\$10.00) Dollars, in hand paid, convey and warrant to Burwell & Morford, a Washington corporation, the following described real estate, situated in the County of King, State of Washington:

That portion of the Stephen Foster Donation Claim #38, Township 23 North, Range 4 East W.M. and of government lot 1, Section 15, Township 23 North, Range 4 East, W. M., described as follows:

Beginning at a point which is 20 feet west and 149.5 feet south of the quarter corner between Sections 14 and 15 of said township and range; thence south 141.5 feet; thence west 1205 feet more or less, to the easterly line of James Clark County Road #2; thence northeasterly along said road line to a point west of beginning; thence east 1190 feet, more or less, to beginning, except that portion lying east of the county road known as 1st Avenue.

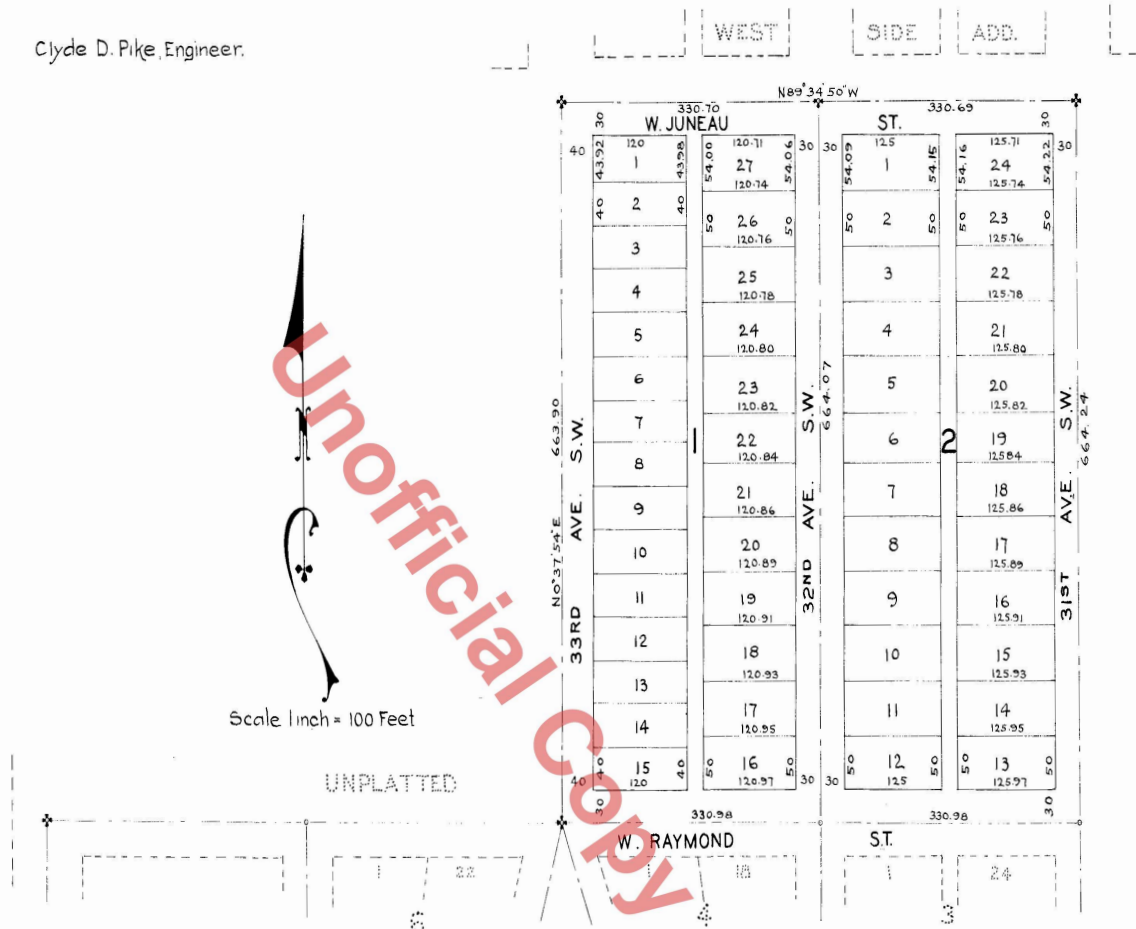
.Dated this second day of December, A. D. 1929.

James McClintock (Seal)
Annie McClintock (Seal)

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HIGH POINT ADDITION TO THE CITY OF SEATTLE

Clyde D. Pike, Engineer.



DESCRIPTION

This plat of High Point Addition to the City of Seattle embraces all of the N.E.¼ of the S.W.¼ of the S.W.¼ of Section 24; all of the S.E.¼ of the S.W.¼ of the S.W.¼ of Section 24 except the west 45.00 feet thereof which was Condemned for street purposes by Ordinance No. 20756, and except the following described portion thereof, beginning at the southwest corner of section 24 and running thence N0° 40' 30" E 283.56 feet, thence S89° 33' 03" E 45.00 feet, thence from this true point of beginning S89° 33' 03" E 258.75 feet, thence N0° 38' 00" E 350.00 feet, thence N89° 33' 03" W 258.50 feet, thence S0° 40' 30" W 350.00 feet to the true point of beginning; all of the N.W.¼ of the N.W.¼ of Section 25 except the west 45.00 feet thereof which was condemned for street purposes by Ordinance No. 20756. All in Township 24 North Range 3 East W.M. King County, Washington.

DEDICATION

Know all men by these presents that West & Wheeler, a corporation organized and existing under the laws of the State of Washington, owner in fee simple of the above described land, by F.W. West its President and F.D. James its Secretary, does hereby declare this plat and dedicate to the use of the public forever all streets, avenues, ways and alleys shown hereon and the use thereof for any and all public purposes not inconsistent with the use thereof for public, highway purposes, also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the reasonable original grading of all the streets, avenues, ways and alleys shown hereon.

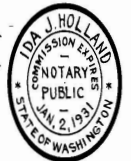
In witness we have hereunto set our hands and seals this 17th day of February A.D. 1928

ACKNOWLEDGMENT.

State of Washington } ss
County of King }
This is to certify that on this 17th day of Feb. A.D. 1928 before me, a Notary Public personally appeared F.W. West and F.D. James, President and Secretary respectively of West and Wheeler, to me known to be the officers of the Corporation which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned and they on oath stated that they were authorized by said Corporation to execute said instrument and that the seal thereto affixed is the corporate seal of said Corporation

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

Ida J. Holland
Notary Public in and for
the State of Washington,
residing at Seattle.



2445148

Filed for record at the request of the City Engineer this 29th day of February AD 1928 at 28 min. past 11 o'clock AM, and recorded in Vol. 31 of Plats, pages 35-36 records of King County Washington

George T. Gault
County Auditor

By _____
Deputy

Examined and approved by me this 27th day of Feb. A.D. 1928

W.C. Morse
City Engineer

Approved by the Mayor and City Council of the City of Seattle by Ordinance No. 54716 this 28th day of Feb A.D. 1928

Bertha K. Landes
Mayor

Attest
H.W. Carroll
City Clerk
by E.M. Street
Deputy



West & Wheeler
by F.W. West
as President

In the presence of F.D. James
Secretary

J.W. Wheeler
Eleanor M. Plumer



Thomas H. Carder,
Draftsman.

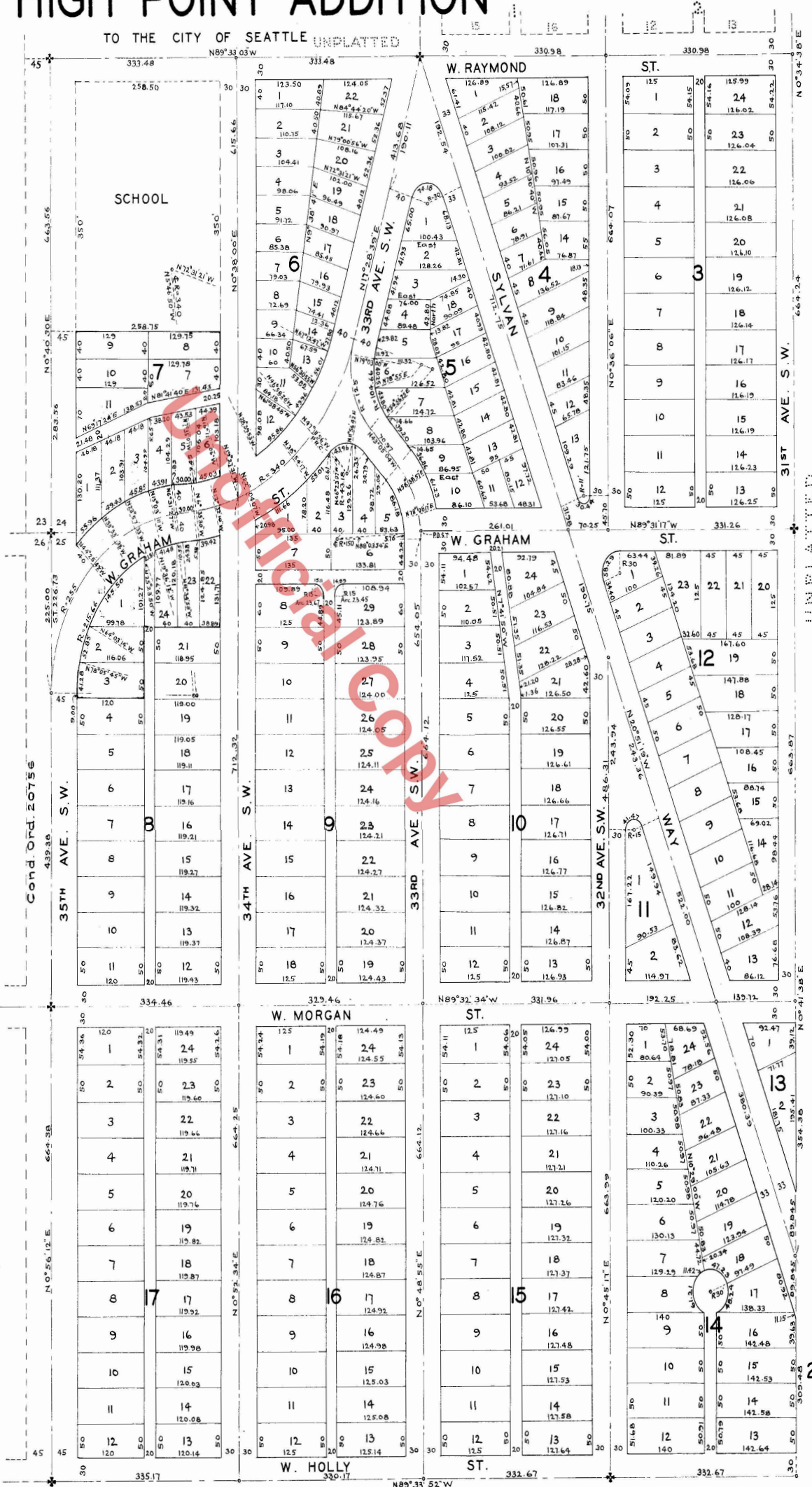
HIGH POINT ADDITION

TO THE CITY OF SEATTLE UNPLATTED

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KINGSBURY HEIGHTS

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