

Lot One (1) of Block Eleven (11), W. A. Dashley's Lake Addition, with appurtenances thereunto belonging, said real estate contract being dated the 1st day of August, 1927, and the said W. A. Duffield does hereby authorize and direct the said Pacific Coast Railroad Company to collect and receive all payments falling due on said real estate contract.

Dated this 18th day of April, 1928.

W. A. Duffield

STATE OF WASHINGTON)
COUNTY OF KING) SS

I, Robert B. Porterfield, Notary Public in and for the State of Washington, residing at Seattle, do hereby certify that on this 18 day of April, 1928, personally appeared before me W. A. DUFFIELD, a single man, 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 for the uses and purposes herein mentioned.

Given under my hand and official seal this 18 day of April, 1928.

(R. B. P. Notarial Seal)
(Com Ex July 26 1930)

Robert B. Porterfield
Notary Public in and for the State
of Washington, residing at Seattle
Filed for record at request of The Pacific Coast Co., Apr. 19, 1928 at 26 min past 10 A. M.
George A. Grant, County Auditor

EN 19/8

- 2457223 H. C. K. Muhlenberg, et ux

to

Ernst Crull

Real Estate Contract

Real Estate Contract

THIS AGREEMENT, Made and entered into this 3d day of April 1928, by and between H. C. K. MUHLENBERG and HELEN D. MUHLENBERG, his wife parties of the first part, hereinafter referred to as "vendor," and ERNST CRULL 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:

Beginning at the N. E. corner of the S. E. 1/4 of Section 10, Twp. 25 N. R. 4 E. W. M.; Thence S 89° 58' 58" W 150.00 feet; Thence S 0° 48' 28" E 359.48 feet to the true point of beginning; Thence S 0° 48' 28" E 134.74 feet; Thence S 89° 59' 57" W 60.00 feet; Thence N 0° 48' 28" W 134.72 feet; Thence N 89° 59' 37" E 60.00 feet to the true point of beginning, being known as LOT 3, BLOCK 5 of the unrecorded plat of LAGUNA VISTA, with the appurtenances, on the following terms and conditions;

The total purchase price of the said property is the sum of Four hundred seventy five (\$475.00) of which the sum of One hundred forty-two and 50/100 dollars (\$142.50) 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 Three hundred thirty-two and 50/100 dollars (\$332.50) shall be paid as follows: Seven (\$7.00) dollars or more on the 3d day of May, 1928 and seven (\$7.00) dollars or more on the 3d day of each and every month thereafter until the total remaining balance of Three hundred thirty-two and 50/100 dollars, together with interest thereon, has been paid in full. Monthly payments to include interest at seven (7%) per cent per annum and apply first on accrued interest to date and the balance in reducing the principle sum.

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 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, as 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, 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 Special Warranty Deed to the said premises, 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 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 vendee has examined and accepts title as of this date.

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.

H. C. K. Muhlenberg

Helen D. Muhlenberg

Vendor

Ernst Crull

Vendee

STATE OF WASHINGTON)
COUNTY OF KING) SS.

On this 10th day of April, A. D. 1928, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. C. K. Muhlenberg and Helen D. Muhlenberg, his wife, to me known to be the executor of the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said executor, for the uses and purposes therein mentioned, and on oath stated that they authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

(Walter G. McG. Notarial Seal)
(Com Ex Apr 6 1932)

W. G. McGowan

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

Filed for record at request of Oliver Anderson, Apr. 19, 1928 at 21 min past 11 A. M.

George A. Grant, County Auditor