

Lot Twelve (12) and the east one-half ( $\frac{E\frac{1}{2}}$ ) of Lot Eleven (11) in Block One (1), Alki Hill Addition to the City of Seattle, King County, Washington;  
 Lot Four (4) in Block Six (6), Union Addition to the City of Seattle, King County, Washington;  
 That portion of the West half ( $W\frac{1}{2}$ ) of Tract Seven (7), Alki Point, lying between Admiral Way and Schmitz Boulevard, situated in the City of Seattle, King County, Washington.  
 Dated this 16th day of June, 1927.

Margaret Simpkins  
 Winifred Lovejoy

State of Washington )SS  
 County of King

I, the undersigned, a Notary Public, do hereby certify that on this 16th day of June, 1927, personally appeared before me Margaret Simpkins, 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 16th day of June, A.D. 1927.  
 (J.F.F. Notarial Seal)  
 (Com. Ex. Dec. 29, 1927)

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

State of California )SS  
 County of San Diego

I, the undersigned, a Notary Public, do hereby certify that on this 30th day of June, 1927, personally appeared before me, Winifred Lovejoy, to me known to be the individual described in and who executed the within instrument, and acknowledged to me 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 30th day of June, 1927.  
 (Notarial Seal)

Nottley S. Hammack  
 Notary Public in and for the State of  
 California, residing at San Diego,  
 San Diego County.

Filed for record at request of Poe, Falknor, Falknor & Emory, July 8, 1927 at 35 min past 2 P.M.  
 George A. Grant, County Auditor

2376461

MJ HWA  
 Oliver C. McGilvra, Executor and Trustee  
 To  
 Herbert McLean

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Real Estate Contract

## CONTRACT

This Agreement Witnesseth: That Oliver C. McGilvra, as Executor and Trustee of the estate of John J. McGilvra, deceased, hereinafter designated as the Seller, has agreed to bargain, sell and convey to Herbert McLean of 207 Belmont Ave. No., State of Seattle, Wash., hereinafter designated as the Buyer, upon the terms and conditions, hereinafter expressed,

Lot No. 17, Block No. 32, Loch Gilvra Addition to the City of Seattle, King County, State of Washington, and the buyer agrees to pay to the Seller for said land the sum of six hundred & seventy-five 00/100 Dollars (\$675.00), payable one dollars (\$1.00) cash; then one Dollars (\$1.00) per week, in advance, on or before each Saturday thereafter, or the equivalent thereof monthly in advance, on or before the first Saturday of any month thereafter, until said purchase price is paid in full, but nevertheless subject to the further provisions hereof as to discounts, interest and extensions for sickness or non-employment.

Taxes: The Seller agrees to pay all special assessments that is now levied against and a lien on said property, and to pay all general, state and county taxes assessed against said property for the year in which this contract is executed and the following year, unless the Buyer pays in full within said period and obtains a deed before such taxes are payable. The Buyer agrees to pay all local special assessments hereinafter levied against said property, and also all taxes assessed on improvements hereinafter placed thereon. Should the Buyer fail to pay before delinquency, any taxes or assessments which he herein agrees to pay, the Seller may advance the amount thereof and pay the same, and the amount of such payment shall be added to the balance due under this contract, and in such event the Buyer agrees to repay to the Seller the amount so advanced and paid with interest thereon at the rate of ten per cent per annum.

Interest and Discounts. No interest will be charged for two years from the date hereof, but thereafter interest at the rate of six per cent per annum, calculated upon unpaid balances, will be charged, and the Buyer agrees to pay the same semi-annually or with and in addition to the regular payments upon the purchase price. Any part of the purchase price may be paid before due, and if the Buyer

1358-345

shall pay the entire purchase price within thirty days from the date hereof, he shall be entitled to a discount of fifteen per cent upon the full purchase price in consideration for such payment in full. A bonus or credit of ten per cent of the amount thereof will be allowed to the Buyer upon every payment of Five Dollars (\$5.00) or over, made in addition to the regular installments herein provided for, and such bonus or credit will be applied to the reduction of the last maturing installment or installments under this contract.

**Special discount.** It is agreed that a 100% allowance will be allowed on all first payments of from \$10.00 to \$50.00 made on the contract at time of original sale, as for example, first payments of \$10.00 will be credited in pass book as \$20.00, etc.

**Suspension of Payments.** It is agreed that the purchaser shall not be required to make payment during periods of actual and involuntary non-employment or of sickness, such periods in either event not to exceed ten weeks, and shall not be subject to any penalty for such failure provided that he shall have furnished to the Seller weekly during such period, a certificate of a practising physician as to such sickness, or in the event of non-employment, a postal card notice stating the fact of and reason for non-employment.

**Cancellation.** If the Buyer shall fail to pay any taxes or special assessments by him agreed to be paid prior to delinquency, or if the weekly installments of the purchase price shall be more than four weeks delinquent, except in the case of sickness or non-employment as aforesaid, or shall fail faithfully to carry out all his agreements herein contained (the times of payment and of performance being declared to be of the essence of this agreement), the Seller may, at his option, either declare the entire purchase price due and collectible or declare this agreement null and void, and in such event may take possession of the said lot or lots, and thereupon all rights hereby created or then existing in favor of the Buyer, created by or derived under this agreement, shall cease and determine. And in the event of the rescission of this contract all payments made by the Buyer shall be retained by the Seller not as a penalty but as rent for said lot (or lots) and as liquidated damages for the breach of this contract, and it is agreed that in such event the payments provided by this contract are reasonable damages and rental for said property; but failure or delay to exercise said option at the time of default shall not be or operate as a waiver of the right to exercise said option at any time thereafter. In case of rescission, the Buyer agrees immediately and peacefully to surrender possession of the said premises, and that for the purpose of this contract notice of such rescission and demand for possession shall constitute a retaking of possession, which notice shall be sufficient if forwarded in the United States mail addressed to the Buyer at the address herein given, or if delivered orally or in writing to the Buyer in person.

**Assignment.** The Buyer may sell or transfer this contract only with the written consent of the seller or the seller's agent, and any sale or assignment without such consent shall be void. In event of sale or transfer of this contract with such consent the last assignee shall succeed to all the rights, delinquencies and liabilities of the Buyer hereunder.

**Restrictions.** Any dwelling placed thereon at any time must have at least four rooms, drop siding and painted, or must be of brick or stone; however, the purchaser may have the right to build a garage on said property and to use the same for a dwelling. All residence houses shall be placed twenty feet back from the front property line. This lot is sold with the agreement that it shall never be occupied by a colored person, nor for the purpose of doing a liquor business, nor any illegal use. In the event of the violation of any of these provisions, the Seller shall have the right to exercise the option hereinbefore provided for cancelling this contract.

**Warranty Deed.** It is agreed that when the Buyer shall have paid the purchase price and faithfully fulfilled and performed all the terms of this contract, the Seller will execute and deliver to the Buyer a Warranty Deed conveying said lot, lots or tract of land, in fee simple, free of all encumbrances, save and except as to the taxes and assessments to be paid by the Buyer and all liens and encumbrances whatsoever created or imposed by the Buyer or his assigns and will furnish the Buyer a copy of an Abstract of Title brought down to date and certified to by a reputable Abstract company.

Executed in duplicate this 2nd day of Aug., 1922.

Oliver C. McGilvra,  
Executor and Trustee of the Estate of  
John J. McGilvra, Deceased.

B. J. Trentman

Filed for record at request of Herbert McLean, July 8, 1927 at 49 min past 2 P.M.

George A. Grant, County Auditor

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And, Note:  
Do not  
record  
payments

MJ

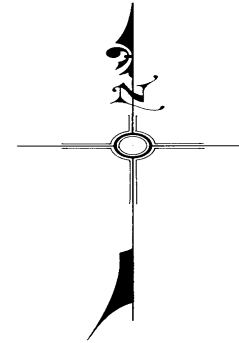
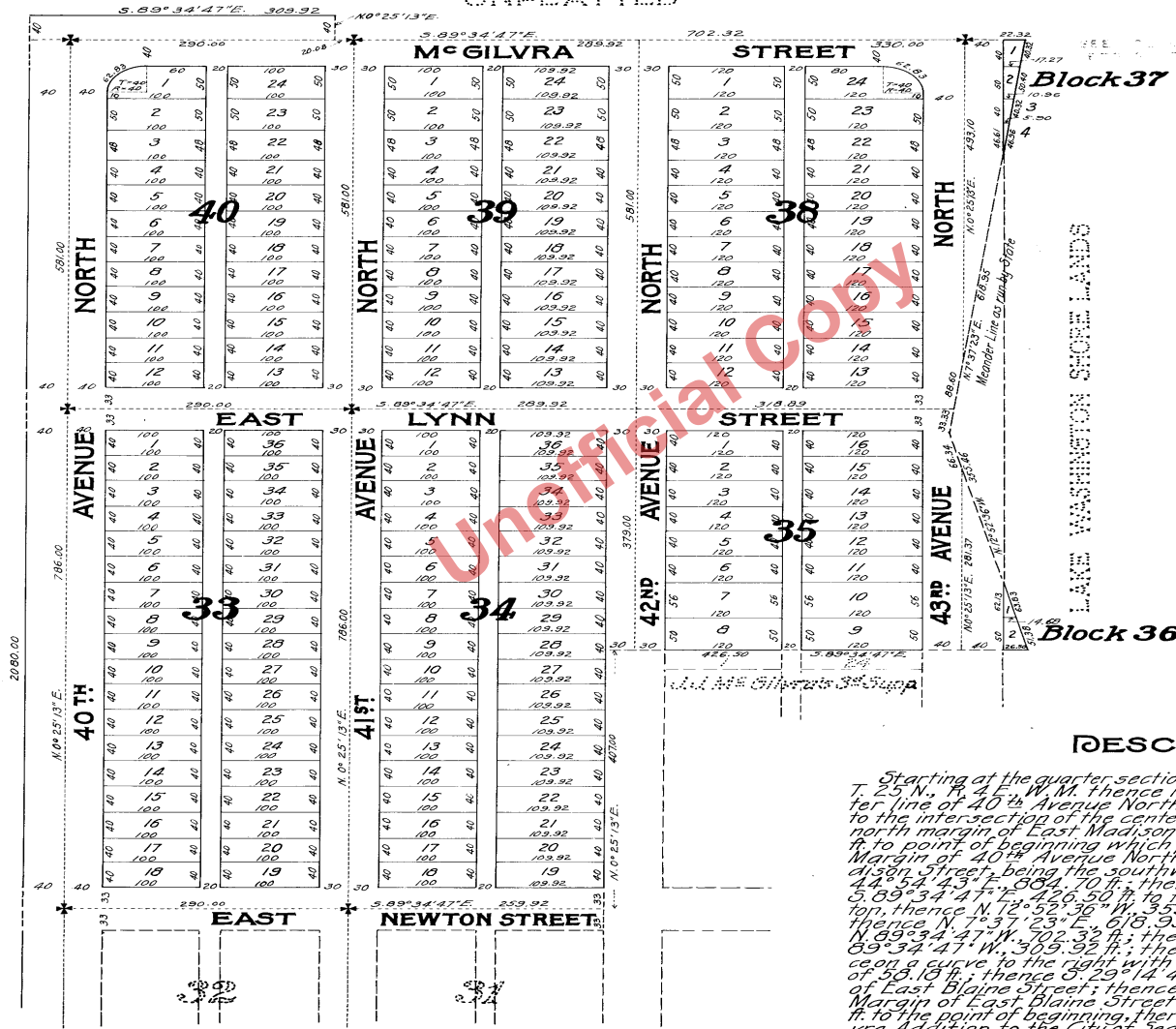
# LOCH - GILVRA

## ADDITION TO THE

# CITY OF SEATTLE

## KING COUNTY, WASH.

UNPLATTED



Scale: 1" = 100'  
D. E. Gorlett, Eng.  
February 1912.

### DESCRIPTION

Starting at the quarter section corner of Sections 22 and 27; T. 25 N., R. 4 E., W. M. thence N. 89° 34' 47" W., 300 ft. to the center line of 40th Avenue North; thence N. 0° 25' 13" E., 567.17 ft. to the intersection of the center line of 40th Avenue North and the north margin of East Madison St.; thence N. 44° 54' 43" E., 570.00 ft. to a point of beginning which point is the intersection of the East Margin of 40th Avenue North and the North Margin of East Madison Street, being the southwest corner of this plat; thence N. 44° 54' 43" E., 804.70 ft.; thence N. 0° 25' 13" E., 920.40 ft.; thence S. 89° 34' 47" W., 420.50 ft. to the Meander Line of Lake Washington; thence N. 32° 23' 30" W., 355.46 ft. along the Meander Line, north of N. 32° 23' 30" W., 618.93 ft. along the Meander Line, thence N. 89° 34' 47" W., 305.32 ft.; thence N. 0° 25' 13" E., 40 ft.; thence N. 89° 34' 47" W., 305.32 ft.; thence S. 0° 25' 13" W., 2000.00 ft.; thence on a curve to the right with a radius of 115.65 ft. for a distance of 55.10 ft.; thence S. 29° 14' 43" W., 118.99 ft. to the North Margin of East Blaine Street; thence S. 89° 34' 47" E., along the North Margin of East Blaine Street 41.63 ft.; thence S. 0° 25' 13" W., 311.51 ft. to the point of beginning, thereby describing the plat of Loch-Gilvra Addition to the City of Seattle.

# LOCH-GILVRA

## ADDITION TO THE CITY OF SEATTLE

Scale: 1" = 100'

### DEDICATION

Know all men by these presents: that we Oliver C. McGilvra and Charles L. Denny, as Executors and Trustees under the last will and testament of John U. McGilvra, deceased; Oliver C. McGilvra and Carrie E. Burke, owners in fee simple of the lands embraced in this plat; Willard C. Fisk and Agnes Fisk, his wife, vendees under contract of sale covering a portion of the said lands; Percy Scott, mortgagee of the interest of said vendees; and The Ladies Relief Society of the City of Seattle, a corporation, mortgagee of the fee simple estate in and to a portion of the said lands; hereby declare this plat and dedicate to the use of the public forever all streets, avenues and alleys shown upon the said plat 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 or fills upon the lots, blocks and tracts shown upon the said plat in the reasonable original grading of all the streets and avenues shown thereon.

In witness whereof the said named executors and Trustees and natural persons have hereunto set their hands and seals and the said person corporate has caused this dedication to be executed by its proper officers and its corporate seal to be hereunto affixed this 15<sup>th</sup> day of February, A. D. 1919.

Oliver C. McGilvra (seal) The Ladies Relief Society  
Charles L. Denny (seal) of the City of Seattle  
as Executors and Trustees as by Edith S. Redfield  
aforesaid its President  
Willard C. Fisk (seal) by Edith R. Young  
Agnes Fisk (seal) its Secretary  
Percy Scott (seal) Oliver C. McGilvra (seal)  
Carrie E. Burke (seal)

### ACKNOWLEDGMENT

State of Washington } s.s.  
County of King } On this 15<sup>th</sup> day of February A. D. 1919, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Oliver C. McGilvra and Charles L. Denny, as Executors and Trustees under the last will and testament of John U. McGilvra, deceased; Oliver C. McGilvra, individually; Carrie E. Burke; Willard C. Fisk and Agnes Fisk, his wife; and Percy Scott, mortgagee of the interest of said vendees; and The Ladies Relief Society of the City of Seattle, a corporation, mortgagee of the fee simple estate in and to a portion of the said lands; who executed the foregoing dedication, and the said executors and trustees as such, and the said individuals acknowledged to me that they signed and sealed the said dedication as their free and voluntary act and deed for the uses and purposes therein mentioned.

Also they personally appeared before me Edith S. Redfield and Edith R. Young, to me known to be the President and Secretary, respectively, of The Ladies Relief Society of the City of Seattle, the corporation that executed the said dedication, and acknowledged the same to be the free and voluntary act and deed of said corporation and on oath stated that they were authorized to execute the said dedication and that the seal affixed is the corporate seal of the said corporation.

Witness my hand and of ficial seal hereof affixed the day and year in this certificate above written.



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

A. G. Simmer,  
Draftsman.



Examined and approved this 17<sup>th</sup> day of  
February A. D. 1919

A. H. Dimock  
City Engineer

Approved by the Mayor and City Council of  
the City of Seattle by Ordinance No. 39207  
this 25<sup>th</sup> day of February 1919.

Ole Hanson  
Mayor

Attest: H. W. Carroll  
City Comptroller and Ex-Officio City Clerk

1284458

Filed for record at the request of City  
Engineer this 26<sup>th</sup> day of February A.D.  
1919, at 4:44 minutes past 3 o'clock P.M.  
and recorded in Volume 22 of Page 39,  
records of King County, Washington.

Norman M. Wardall  
County Auditor

by *McGilvra*  
Deputy

