

Contract of Sale

THIS AGREEMENT, made this 20th day of August, 1935, between SQUIRE INVESTMENT COMPANY, a corporation, under the laws of the State of Washington, having its principal place of business at Seattle, hereinafter called the Seller, and H. Y. Smith and Elsie Smith, his wife, hereinafter called the Buyer (and being so called whether the property is being sold hereby to one person or more), WITNESSETH:

1. The seller hereby agrees to sell to the buyer and the buyer hereby agrees to buy from the seller that certain real property situated in King County, State of Washington, described as follows: Lots Thirteen (13) and Two (2), in Block Eight (8), Northlake Terrace (Kenmore)

2. The purchase price of said property is the sum of \$ 725.00 of which the sum of \$ 25.00 has been paid, receipt whereof is hereby acknowledged; the balance to be paid as follows: \$ 7.50 or more on the first day of each calendar month, beginning the first day of September, 1935; all unpaid purchase money shall bear interest at 6% per annum from this date payable monthly. Each monthly payment shall be credited first to interest and the balance on the principal. Office building on these premises is not included in this contract and seller reserves the right to remove the same at any time hereafter at its convenience, or upon 30 days notice from the buyer to remove the same.

3. The buyer shall pay all taxes and assessments upon said property before delinquency.

4. The buyer acknowledges that he has received title insurance policy showing good title from the seller as of date of this contract.

5. Upon full payment, as herein provided, the property shall be conveyed to the buyer, his heirs or assigns, by full general warranty deed, up to the date of this contract, and with special warranty as against the acts of the seller subsequent to this date. Such deed shall contain the agreements hereinafter set forth in paragraph numbered "7."

6. The buyer states that he is a citizen of the United States, or has within seven years prior to the date hereof in good faith declared his intention to become a citizen of the United States.

7. IT IS EXPRESSLY AGREED that the buyer, his heirs or assigns, shall not erect or maintain or permit to be erected or maintained upon said premises at any time prior to January 1st, 1940, any dwelling house nearer than twenty feet from any street or constructed at a cost less than the amount hereinafter specified for the above described property, nor shall said buyer or his heirs or assigns use said property or permit the same to be used for any other than strictly residence purposes, provided, however, the provision as to building upon said premises shall not forbid the erection and maintenance thereon of a garage, provided the same is used only in connection with the operation for family uses of the automobile or automobiles kept therein; nor shall the buyer, his heirs or assigns, permit the maintenance upon said premises of any cesspool, or permit the sewage from said premises to run upon or be absorbed by the ground or to flow into Lake Washington, or into any creek flowing therein, except by means of a septic tank such as shall be approved by the health authorities of King County. And this contract is made upon the further agreement, that neither the said premises nor any house, building or improvement thereon erected, shall at any time be occupied by persons of the Ethiopian race, or by Japanese or Chinese, or any other Asiatic or Malay race, save and except as domestic servants in the employ of persons not coming within this restriction. The minimum cost of any dwelling erected on any lot in Block 13 of Northlake Terrace, and the North half of Block 5, Plat of Kenmore, shall be \$2000.00 \$800.00 \$2000.00 \$800.00 on any lot in Kenmore, the First Addition to Kenmore, or Northlake Terrace, such minimum shall be \$2000.00 \$800.00 \$2000.00 \$800.00

Nothing herein contained shall prevent the seller from giving permission for the use of any lot fronting on the Seattle-Bothell highway for business purposes, upon such terms and subject to such restrictions as shall be fixed by the seller, but such permission must be in writing, signed by the seller.

8. This contract shall be binding upon the parties hereto and their heirs, successors and assigns, and no assignment of this contract shall be valid unless the same shall be endorsed hereon and consented to and approved in writing by the seller.

9. It is mutually agreed between the parties hereto and hereby specifically provided that no modification or amendment of this contract, or change or alteration herein shall be made or be in any manner enforceable between the parties hereto, or as a part hereof, unless the same be in writing and executed as fully and as completely by the parties hereto as is this contract. Neither shall any verbal statement or any conversation between the parties hereto, or their representatives, whether the same shall have been implied or direct, occurring either before or after the execution of this contract, be construed as having any bearing or effect upon this contract, or any portion thereof, it being understood that this written contract evidences the complete contract between the parties hereto.

10. In construing this contract, words in the masculine shall include the feminine and neuter genders, and in the singular shall include the plural, and in the plural shall include the singular; and in case the buyer shall be a corporation, the words "heirs and assigns" shall be construed to mean successors and assigns."

11. Time is the essence of this contract, and upon the default of the buyer, his heirs or assigns, to make any payment or perform any covenant or agreement hereof, at the time and in the manner herein specified, the seller may, at its option, declare this contract to be forfeited and determined, and in such case all money theretofore paid shall be forfeited to the seller as liquidated damages for the loss of said sale, and the seller shall be entitled to the immediate possession of said premises, and upon demand the buyer, his heirs or assigns, shall make, execute and deliver a valid quit-claim deed to the seller for said premises and shall surrender his contract to the seller, and if he shall fail so to do, the seller shall be entitled in an action to quiet the title to said premises, or to obtain possession thereof, to recover from the buyer, in addition to the costs of any such action, a reasonable attorney's fee to be fixed by the court in which such suit is brought.

12. At all times when the buyer, his heirs or assigns, shall not be in default in any payment or agreement of this contract, and while such buyer, his heirs, or assigns, are actually residing upon the said premises, the occupant or occupants of said premises shall be entitled to the use with other persons residing upon property acquired from the seller, who may have been granted similar rights, of the community beach hereinafter described. Such use shall be subject to such reasonable rules and regulations as may be made by the seller or by the trustee hereinafter provided for. The seller reserves the right to convey the said property to a trustee to be named by it, or in case the majority of the owners of lots having rights to the use of

said community beach, and not less than in number, shall in writing agree upon a trustee, to the trustee to be named by such majority. Until such conveyance is made, the seller shall pay the taxes upon the said community beach. Except as to the payment of taxes prior to such conveyance, the seller shall be under no responsibility or liability of any kind whatsoever as to such community beach, either as to repair, maintenance or control or use thereof; it being intended hereby that the persons to whom the right to use the said community beach is granted by this contract and similar contracts or deeds, shall jointly, or otherwise, make such repairs and improvements thereto as they shall deem best, provided, however, that the same shall never be used for any immoral or unlawful purpose, nor shall the same, or any part thereof, ever be used for any commercial or profit-making purpose, or otherwise than solely for the pleasure purposes of the occupants of property, to the owners of which rights in said beach have been granted by this or similar instruments or deeds. No right to the use of said beach severed from the ownership of land to which the same is annexed by the original contract or conveyance shall at any time exist in anyone. The seller will at all times permit persons having a right to use of said beach, as herein provided, to use any roadway then existing upon their premises, for access to such beach, but the use is permissive only, and the seller shall not be under any obligation to keep any such roadway in repair, and all persons using the same must do so at their own risk.

The description of the above community beach property is as follows:

That portion of Government Lot 2, Section 11, Township 26 N., R. 4E., W. M., and the shore lands in front thereof, more particularly described as follows:

Beginning at the stone monument marking the intersection of the west boundary line of said lot 2 with the southerly margin of the Northern Pacific Railroad right of way, thence southerly along said west boundary line of said Lot 2, 185 feet; thence easterly, at right angles thereto 330 feet to the true point of beginning; thence continuing easterly along said last described line extended, 150 feet; thence southerly parallel to said west boundary line of said Lot 2, 450 feet more or less, to the Inner Harbor Line of Lake Washington; thence along said inner harbor line north 83° 00' west to an intersection with a line 330 feet east, measured at right angles, of the said west boundary line of said Lot 2 produced; thence northerly, parallel with said west boundary line, 440 feet, more or less, to the true point of beginning, together with the right to use a driveway, not less than twenty feet in width, extending from the tract hereinabove described in a northerly direction to the aforesaid railroad right of way.

The seller may at any time hereafter while still holding the title to said community beach property, substitute therefor an equal area with equal lake frontage in any part of said Government Lot Two (2) west of a line 650 feet east of the west line of Government Lot 2 for the property hereinabove described in this paragraph, by conveying such other property to a trustee named as hereinbefore provided, and in such case all of the provisions of this paragraph shall thereafter apply to such substituted property and not to the property hereinbefore specifically described.

IN WITNESS WHEREOF, the parties have executed these presents in duplicate, the day and year first above written.

SQUIRE INVESTMENT COMPANY

By

Wm. H. Squire
Its President.

By

Wm. H. Squire
Its Secretary.

Elsie Smith

H. Y. Smith



STATE OF WASHINGTON

COUNTY OF KING

THIS IS TO CERTIFY: That on this 20th day of August, 1935, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came

Remington Squire and Shirl Squire

to me known to be the President and Secretary respectively of Squire Investment Company, 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 they were authorized to execute said instrument and that the seal affixed is the seal of said corporation.

J. M. McHatton

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

MAIN 0120

SQUIRE INVESTMENT COMPANY

INCORPORATED 1902

REMINGTON SQUIRE, President
ROOMS 557 AND 558 EMPIRE BUILDING
SEATTLE, WASHINGTON

NEW ADDRESS
456 12TH AVENUE
PROSPECT 6544

August 20, 1935

Mr. H. Y. Smith
and Elsie Smith

11721 Latona Avenue
Seattle, Washington.

Referring to Real Estate Contract of even date herewith in which H.Y. Smith and wife agree to buy Lots Nos. Two (2) and Thirteen (13), in Block Eight (8), Northlake Terrace (Kenmore), and Squire Investment Company agrees to sell at the price and upon the agreed terms the above named lots, and referring in particular to the last paragraph of clause number Seven (7) of said contract; "permission" is hereby given to the "buyer" to erect upon lot Thirteen (13) any substantially built and creditable appearing commercial structure for lawful use and which shall not be reasonably considered a detriment to the community nor definitely injurious to the land values of other properties in the locality.

SQUIRE INVESTMENT COMPANY,

By

Remington Squire
President.

Aud. Note: Corporate seal omitted.

By

Shirl Squire
Secretary.

ACCEPTED:

Elsie Smith
H. Y. Smith

Filed for Record
Request of

Nov. 18,
H. Y. Smith

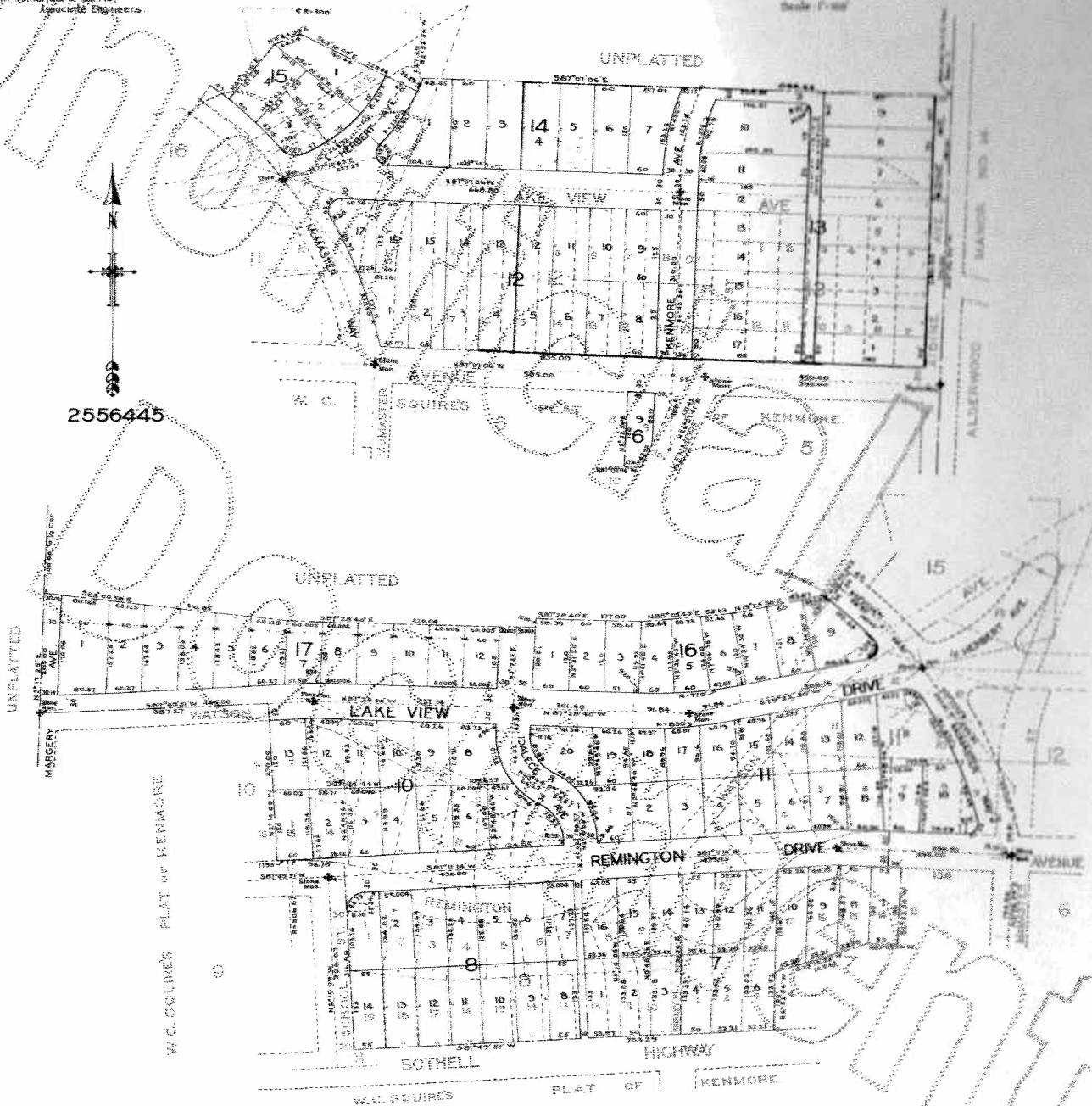
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EARL MILLIKIN, County Auditor.

NORHLAKE TERRACE

Whitworth, Ruthergood & Harris,
Associate Engineers.

Scale: 1" = 40'



2556445

W.C. SQUIRES PLAT OF KENMORE

W.C. SQUIRES PLAT OF KENMORE

NORTHLAKE TERRACE

DESCRIPTION

This plat of NORTHLAKE TERRACE covers parts of the unplatted portions of Government Lots one (1) and two (2), Section eleven (11), Township Twenty-six (26) North, Range four (4) East, W.M., and is also a replat of a portion of W.C. SQUIRE'S PLAT OF KENMORE as the same is planned and recorded in Volume 22 of Plats, Page 62, Records of King County, Washington, and includes certain streets, avenues and places shown on said plat and heretofore vacated. The whole being embraced and included within the following description:

Beginning at a point on the west boundary line of said Government Lot two (2), said point being south 3° 17' 25" west, 700.00 feet from the northwest corner of said Lot two (2), thence south 88° 05' 55" east 410.85 feet; thence south 87° 28' 40" east 420.00 feet; thence north 3° 25' east 130.00 feet; thence south 87° 25' 48" east 177.00 feet; thence north 85° 08' 45" east 188.63 feet; thence north 79° 25' 30" east 155.57 feet; thence south 53° 07' 05" east 13.37 feet; thence north 36° 52' 54" east 60.00 feet to a point of curve, the center of which curve bears south 36° 52' 54" west 780.00 feet; thence along said curve to the right, having a uniform radius of 730.00 feet, through a central angle of 3° 08' 22", a distance of 40.00 feet; thence north 40° 01' 16" east 121.28 feet; thence north 71° 44' 30" east 44.24 feet; thence south 63° 18' 09" east 220.44 feet to a point on a curve, the center of which curve bears north 63° 18' 09" west 330.00 feet; thence along said curve to the left, having a uniform radius of 330.00 feet, through a central angle of 4° 23' 35", a distance of 26.29 feet to a point from which the center of said curve bears north 67° 52' 04" west 330.00 feet; thence south 87° 01' 06" east at right angles to the east boundary line of Government Lot one (1) of said section 11, distant 688.44 feet to a point on the east boundary line of said Government Lot one (1), distant south 2° 52' 54" west 600.00 feet from the northeast corner of said Section eleven (11); thence along the east boundary line of said Government Lot one (1) south 2° 52' 54" west 160.00 feet to the northeast corner of said W.C. SQUIRE'S PLAT OF KENMORE; thence along the north boundary line of said plat north 87° 01' 06" west 300.00 feet to the east boundary line of Block 13 of said plat produced northerly, thence along the east boundary line of said Block 13 produced and the said east boundary line of said Block 13, south 2° 52' 54" west 250.00 feet to the southeast corner of said Block 13; thence along the north margin of Remington Avenue north 87° 01' 06" west 1135.00 feet to the southeast corner of Lot 6, Block 11, of said W.C. SQUIRE'S PLAT OF KENMORE; thence, at right angles, along the line between Lots 6 and 7 of said Block 11 produced, south 2° 52' 54" west 600.00 feet to a point on the south margin of Remington Avenue distant 24 feet westerly from the northeast corner of Lot 14, Block 7 of said plat; thence south 87° 01' 06" east 24.00 feet to the northeast corner of said Lot 14, Block 7; thence south 2° 52' 54" west 1300.00 feet to the southeast corner of said Lot 14, Block 7; thence north 87° 01' 06" west 52.00 feet to the southwest corner of said Lot 14, Block 7; thence south 73° 13' 53" west 165.61 feet to the northwest corner of Lot A in said Block 7; thence south 2° 52' 54" west 1000.00 feet to the southwest corner of said Lot 4, Block 7; thence south 87° 49' 31" west 703.29 feet to the southwest corner of Block 8 of said plat; thence along the west boundary line of said Block 8 and the same produced north 2° 10' 09" west 316.86 feet to an intersection with a curve to the left which forms the northerly margin of Remington Avenue, the center of said curve bearing south 8° 46' 01" west 536.62 feet from said point of intersection; thence along said curve to the left, having a uniform radius of 506.62 feet, through a central angle of 10° 56' 10", a distance of 96.70 feet to a point of tangency; thence continuing along said northerly margin of Remington Avenue, south 87° 49' 31" west 71.93 feet to the southwest corner of Lot 15, Block 10, of W.C. SQUIRE'S PLAT OF KENMORE; thence along the west boundary lines of Lots 15 and 7 of said Block 10, and the same produced north 2° 10' 09" west 270.00 feet to the north margin of Watson Avenue; thence along the north margin of said Watson Avenue south 87° 49' 31" west 381.27 feet to a point on the west boundary line of Government Lot two (2) of said section eleven (11), distant 205.80 feet southerly from the place of beginning; thence north 3° 17' 25" east 205.00 feet to the place of beginning. Also Lot 9, Block 6, of W.C. SQUIRE'S PLAT OF KENMORE.

All courses and dimensions are as shown on the face of the plat.

CERTIFICATE

I hereby certify that this plat of "NORTHLAKE TERRACE" is based upon an actual survey and subdivision of Section 11, Township 26 N. R. 4 E. W.M., that the distances and courses as shown hereon are correct, the monuments have been set and lot and block corners staked upon the ground.

H.W. Rutherford.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Squire Investment Company, a corporation duly organized and existing under the laws of the State of Washington, and having its principal place of business in the City of Seattle, owner in fee simple of the land embraced in this plat, does hereby declare this plat of NORTHLAKE TERRACE and dedicate to the use of the public forever all the avenues, drives, 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 or fills upon the Lots and blocks shown on this plat in the reasonable original grading of all the avenues, drives, ways and alleys shown hereon.

In Witness Whereof, the said corporation has caused its name to be subscribed by its President and Secretary, and its corporate seal to be hereunto affixed this 11th day of July, A.D. 1929.

SQUIRE INVESTMENT COMPANY

By Remington Squire,

Its President.

Attest: Shirli Squire,

Its Secretary.



ACKNOWLEDGMENT

State of Washington } ss.
County of King }

This is to certify that on this 11th day of July, A.D. 1929, personally appeared before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, Remington Squire and Shirli Squire, to me personally known to be respectively the President and Secretary of Squire Investment Company, a corporation, and who executed on behalf of said Corporation the foregoing instrument and acknowledged to me that they signed sealed the same as the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned, and each 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 in this certificate first above written.

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



Examined and approved this 27th day of August, A.D. 1929.

By _____ Thomas D. Hunt
Deputy, County Engineer.

Examined and approved by the Board of County Commissioners this 27 day of Aug. A.D. 1929.

Attest: Don H. Evans
Chairman of the Board of
County Commissioners.

George A. Grant
Clerk of Board

By C.F. Gage
Deputy.

2556445



Filed for record at the request of Co. Engineer, this 28th day of Aug. A.D. 1929, at 31 min. past 2 o'clock A.M., and recorded in Volume 22 of Plats, pages 22-21, Records of King County, Washington.

County Auditor

By _____
Deputy

Thomas H. Corder
Del.