

1-28-L&HC-20157

1411-341

Ella B. Erbach, et vir

To

G.E. Codling

Real Estate Contract

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 16th day of June 1928
between Ella B. Erbach and Philip E. Erbach, husband and wife,

hereinafter called the "seller," and G.E. Codling

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in King County, State of Washington, to-wit:

Lot fifteen (15) of the Unrecorded Plat of Pleasure Point Park Second Addition as surveyed by Parker & Hill, December, 1927, more particularly described as follows:

All that portion of Government lot two (2) in Section twenty (20) township twentyfour (24) north of Range five (5) East of the W.M., described as follows: The north fifty (50') feet of the south seven hundred and fifty (750') feet of said Government lot two (2) lying west of the Right of Way of the Northern Pacific Railway, together with the shore lands of the second class abutting and lying between the westerly extension of the north and south boundary lines thereof, subject, however, to a roadway as now constructed on the east side of same;

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of **Eight Hundred and Fifty (\$850)** Dollars,
of which the sum of **Eighty Five (\$85)** Dollars,
has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of **Seventy Five (\$765)** Dollars,
shall be paid as follows:

At such place as seller may direct at the rate of Twenty (\$20) Dollars or more monthly including interest on deferred payments at seven per cent per annum, the first payment being due Aug. 1st, 1928 and succeeding payments being due on the first day of each and every month thereafter until the entire principal sum, together with interest has been fully paid. Payments to be made at the National City Bank, Seattle, Washington.

It is further understood and agreed that purchaser is to bear cost of maintaining the roadway as now constructed on the east side of within described property.

It is further understood that there shall be a perpetual easement over a private roadway as now constructed on adjoining property on the south of within described property connecting with the public highway.

It is a condition of this sale that within property shall be used for residential purposes only, and cannot be resold to aliens, disorderly persons, or persons not of the Caucasian Race.

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises, and in the event of the failure of the purchaser to pay any thereof the seller may pay the same, and any amount so paid by the seller, together with interest thereon from date of payment until repaid at 10 per cent. per annum shall be repayable by the purchaser on demand, without prejudice to any other right the seller might have by reason of such breach of covenant.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to deliver all policies and renewals thereof to the seller.

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.

The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient deed of conveyance of said described premises.

Time is of the essence of this contract, and in case the purchaser shall fail to make any payment of the said purchase price, promptly at the time the same shall fall due as hereinbefore specified, the seller may elect to rescind this contract, and upon such election being made all rights of the

1411-342

purchaser hereunder shall cease and determine, and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

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

..... Ella B. Erbach (SEAL)
 Philip E. Erbach (SEAL)
 G. E. Codling (SEAL)
 Ethel M. Codling (SEAL)

STATE OF WASHINGTON, } ss.
 County of King }

On this 22 day of June 1928, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ella B. Erbach and Philip E. Erbach, husband and wife,

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(O.M. Notarial Seal)
 (Com. Ex. June 23, 1929)

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

STATE OF WASHINGTON, } ss.
 County of } ss.

On this day of, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the President and Secretary, respectively, of the corporation that executed the 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 instrument and that the seal affixed is the corporate seal of said corporation. authorized to execute the said

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

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

Filed for record at request of Mrs. G. E. Codling, Aug. 7, 1928 at 14 min past 10 A.M.

RJ 618

George A. Grant, County Auditor

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