3100305

D E E D

THE GRANTOR, THE J. M. COLMAN COMPANY, a Washington corporation with principal place of business in Seattle, Washington, for and in consideration of Ten and no/100 Dollars ($10.00), in hand paid, conveys and warrants to Robert L. Prescott and Lurene R. Prescott, his wife, the following described real estate situate in King County, Washington, to-wit:

Lot "L" of an unrecorded plat of a portion of Lot 1, Block 1, Assessor's Plat of Endolyne, as recorded in Volume 25 of Plats, Page 40, records of King County, Washington, more particularly described as follows, to-wit: Beginning at the southeast corner of said Lot 1, running thence northerly along the east boundary line of said lot, 68.09 feet; thence westerly, parallel with the north boundary line of said lot 123.36 fett; thence southerly 68.01 feet to a point on the south boundary line of said lot said point being 126.18 feet westerly, measured along said south boundary line, from the southeast corner of said lot; thence easterly along said south boundary line, 126.18 feet to the place of beginning; subject, however, to an easement for utility services over the westerly 6 feet of the northerly 20 feet of said Lot "L".

This property is conveyed subject to the following covenants, conditions, and restrictions, all of which shall run with the land herein described and shall bind both parties hereto, their successors, heirs, executors, administrators and assigns:

(1) Only one single and detached dwelling, together with outbuildings reasonably appurtenant thereto, such as garage, servants' quarters, pergola or conservatory, shall be erected upon said property, which shall be improved only as an entire tract. Exterior plans of said dwelling shall be approved before construction is begun by a competent architect to be designated by the grantor.

(2) In the event said dwelling is removed or destroyed and a new one is erected, it shall be a single and detached dwelling as above defined, and exterior plans thereof shall be approved before construction, as above provided.

(3) No building, or any part thereof, shall be erected on said property at a distance of less than twenty-five (25) feet from the street lines thereof, nor within seven and one-half (7 1/2) feet from the side lines thereof.

(4) Said property shall not be conveyed, sold, rented, or otherwise disposed of, in whole or in part, to, or be occupied by, any person or persons except those of a white race, except, however, in the case of a servant actually employed by the lawful owner or occupant thereof.

(5) Any breach of the foregoing covenants or conditions, or any of them, shall have the effect of forfeiting the title to said property and thereupon said title shall revert to the grantor, its successors or assigns, subject, however to the liens of any bona fide first mortgage then outstanding upon said property; provided, however, that this shall not be deemed a waiver of any of the restrictions contained in said deed, and that in case any mortgagee of said property or his or its assigns, acquires title thereto be foreclosure or otherwise, he, it or they shall have ninety (90) days after written notice of the violation of any such restriction within which to cure the same.

(6) The acceptance of this deed shall have the same effect and binding force upon the grantees, their heirs, and assigns, as if the same were signed and sealed by said grantees, and any person acquiring said property or any interest therein, whether by deed, least contract or by process of law, shall be bound thereby.

(7) The above covenants, restrictions and conditions shall be inserted in all deeds of conveyance hereafter made by the grantor of adjoining lots, except that the distance from the street may be changed according to location.

(8) Each and all of the aforesaid covenants, conditions and restrictions shall be and remain in full force and effect for a term of fifty (50) years from the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 24th day of April, 1940.

THE J. M. COLMAN COMPANY

By Kenneth B. Colman
President

By Walter L. Wyckoff
Secretary

THE J. M. COLMAN COMPANY INCORPORATED CORPORATE SEAL DEC. 3, 1906 SEATTLE, WASH.

STATE OF WASHINGTON )
) SS
COUNTY OF KING )

On this 24th day of April, 1940, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KENNETH B. COLMAN and WALTER L. WYCKOFF, 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

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

H. G. COCHRAN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JAN. 30, 1941

Filed for Record May 8 1940. 12:38 P.M.
Request of R. L. Prescott
EARL MILLIKIN, County Auditor





Form L 37

WASHINGTON TITLE INSURANCE COMPANY

# REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 1 ST day of MAY, 1940

between HENRY K. Keith HYNDS, AND Katherine HYNDS, HIS WIFE.....

hereinafter called the "seller," and ROY ST CLAIR

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 the County of KING, State of Washington, to-wit:

LOTS-THIRTY SEVEN (37), AND THIRTY- EIGHT (38), LICTON SPRINGS PARK, AN ADDITION TO THE CITY OF SEATTLE.

(OTHERWISE KNOWN AS 9531 BURKE AVENUE, SEATTLE, WASH.)
(ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES.)

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of SEVEN HUNDRED AND FIFTY DOLLARS ($750.00) of which the sum of ONE HUNDRED AND FIFTY Dollars ($150.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of SIX HUNDRED Dollars ($600.00) shall be paid as follows:

COMMENCING ON THE FIRST DAY OF JUNE, 1940, EIGHT DOLLARS (OR MORE) SHALL BE PAID, THIS TO INCLUDE INTEREST AT 5%; AND LIKE PAYMENTS (OR MORE) INCLUDING INTEREST, SHALL BE PAID ON OR BEFORE THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER, UNTIL THE ENTIRE PRINCIPAL OF $600.00 TOGETHER WITH INTEREST COMPUTED ON THE UNPAID BALANCE AND ALLOWED MONTHLY, SHALL HAVE BEEN PAID.

The seller herein states that the above named property is free and clear of all encumbrances, and that upon the completion of this contract the seller agrees to furnish policy of Title Insurance, insuring the purchaser to the full extent of the purchase price.

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.

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 pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of twelve (12) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

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.

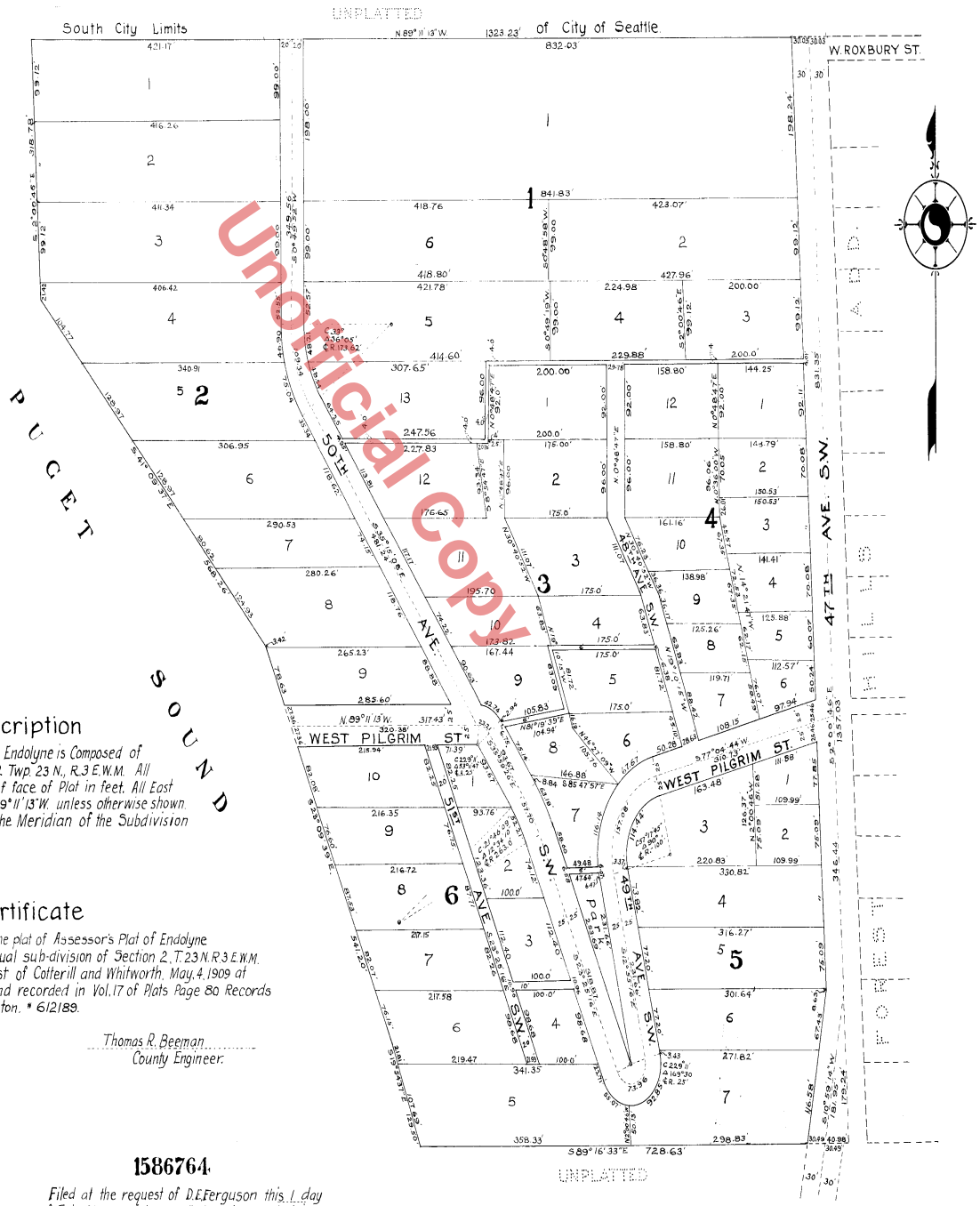
The seller [redacted] agrees, [redacted], to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the

# Assessor's Plat of

# ENDOLYNE

Sec. 2 T23N. R.3E.W.M.

Scale, 1 In. = 100 Ft.




Unofficial Copy

## Description

This Assessor's Plat of Endolyne is Composed of Govt. Lot 4 of Section 2 Twp. 23 N., R.3 E.W.M. All distances are shown of face of Plat in feet. All East and West lines are N.89°11'13"W. unless otherwise shown. The Meridian used is the Meridian of the Subdivision of said Section 2.

## Certificate

I hereby Certify that the plat of Assessor's Plat of Endolyne is based upon an actual sub-division of Section 2, T.23 N. R.3 E.W.M. as filed at the request of Cotterill and Whitworth, May. 4. 1909 at 6 minutes past 2 P.M. and recorded in Vol. 17 of Plats Page 80 Records of King County Washington. # 612189.

Thomas R. Beeman
County Engineer.

**1586764**

Filed at the request of D.E.Ferguson this 1 day of Feb. AD 1922., at 12-05 P.M. and recorded in Vol. 25 of Plats, Page 40 Records of King County Washington.

County Auditor.

J. H. Carder
Draftsman.

COMMISSIONERS COURT DIRIGO KING CO. WASH.

Examined and approved this 31st day of Jan. AD 1922.

Claude C. Ramsay
Chairman, Board of County Commissioners.

Attest
J. W. Dutton
Dep. Clerk of Board of County Commissioners.