

1324-560

warrants especially as of the date of June 21st.1926.

Dated this 21st.day of June A.D.1926.

August Gothold Liljegren (Seal)

State of Washington,
County of King.)ss.

On this 28th.day of June A.D.1926,before me,the undersigned,a Notary Public in and for the State of Washington,duly commissioned and sworn,personally appeared August Gothold Liljegren,a bachelor,of Vancouver,Washington,to me known to be the individual described in and who executed the foregoing instrument,and acknowledged to me that he signed and sealed the said instrument as _ 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.

(C.O.S.Notarial Seal)

(Com.Ex.July 30,1928)

C.O.Smith

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

Filed for record at request of Ray L.Wentworth,Sept.16,1926 at 10 min.past 2 P.M.

M.R. H73

D.E.Ferguson,County Auditor.

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Minnie H.Reeves

And

Florence E.Lavine

Real Estate Contract

AGREEMENT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT,made this 10th day of September in the year of our Lord nineteen hundred and 26 BETWEEN Minnie H.Reeves,of Pasadena,County of Los Angeles,State of California,hereinafter designated as the Seller AND Florence E.Lavine of Seattle,County of King,State of Washington,hereinafter designated as the Buyer,WITNESSETH: That the said seller,in consideration of the covenants and agreements hereinafter contained and made by and on the part of said Buyer,agrees to sell and convey unto the said Buyer and said Buyer agrees to buy all that certain lot,piece or parcel of land,situate,lying and being in the City of Seattle,County of King,and State of Washington,and bounded and particularly described as follows, to-wit:

Lot Two(2) in Block (52) Fifty-two of Burke's Second Addition to the City of Seattle,together with house,known as #408-34th.Avenue South,
for the sum of two thousand (2000) dollars,gold coin of the United States;and the Buyer in consideration of the premises,agrees to buy and pay to the seller,the said sum of two thousand (2000) dollars as follows, to-wit: Twenty-five(25) dollars upon execution and delivery of this agreement,and the further sum of twenty-five(25) or more Dollars on or before the 10th day of each and every calendar month thereafter, until the entire principal,with interest at seven per cent per annum from date shall have been fully paid.

Said monthly payments shall apply first,to the payment of interest due;and the balance,if any, shall be applied to the payment of the principal.

Said buyer agrees to keep any house now on said premises,or which may hereafter be erected thereon, insured in a sum not less than three fourths of its actual value,during the life of this contract, and not to abandon,leave,or cause or allow to be abandoned or left vacant for a period exceeding ten consecutive days,said premises,without the written consent of the seller.

The above described monthly payments shall include interest.

Seller agrees that this contract may be paid up in full at any time.

Taxes for the current year to be paid by seller to date.Buyer agrees to pay all taxes and assessments levied subsequent to date hereof,before same shall have become delinquent.Buyer to pay last half of this years tax.

Restrictions and Reservations.It is provided and covenanted as a covenant running with the land herein described and each and every part thereof,that any building to be used as a residence erected on,or moved upon said land or any lot shall not be of less value than _ dollars,and said building or any part thereof shall not be built or located within less than twenty-five feet from the front of street line of said land or lot;nor shall said building,or any part thereof be built or located within less than four feet of the side lines of said lot,that said residence shall front on _ street,that no store, laundry,restaurant,saloon,fruit or candy stand,nor any blacksmith or manufacturing,dairying or garage business,nor any unlawful business shall at any time be maintained or carried on upon said premises or any part thereof.

It is further covenanted that the Buyer will not sell or assign this contract,or transfer,sell, rent or convey said premises or any part thereof to any person who is not of the white or Caucasian race.

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It is further covenanted that each and all of the aforesaid restrictions shall cease and be void after ten years from this date, and if at any time said Buyer, his heirs, assigns, successors in interest or those holding or claiming thereunder, shall violate any of the provisions herein contained either directly or indirectly, thereupon and then the land or lot on which such violation shall take place or occur, shall revert to and be vested in the said Seller, his successors or assigns, and said Seller shall be entitled to immediate possession thereof.

It is further covenanted that the deed conveying these premises and all conveyances thereafter executed to convey or encumber the title to said premises shall contain the above mentioned restrictions and reservations.

It is understood and agreed that in the event of any of the covenants or conditions herein contained being, or being held invalid or void, that such invalidity or voidness shall in no way affect any valid covenant or condition herein contained.

Should suit be brought to determine the rights of the respective parties hereto, then, and in that event the buyer agrees to pay the Seller an additional sum, to be fixed by the court, as attorney's fees, in such suit.

It is understood and agreed that time is of the essence of this contract, and in the event of a failure to make any monthly payment when and as agreed, or to pay any tax or assessment levied against said premises before same shall have become delinquent, or to fail in any particular to comply with the terms hereof, by the Buyer, then the Seller shall be released from all obligations in law and equity, to convey said property, and the Buyer shall absolutely and forever forfeit all right thereto and to all moneys theretofore paid under this contract, and it shall then be lawful for the Seller to re-enter the said premises and to remove all persons therefrom; and the said buyer agrees on the written demand of the Seller to immediately surrender and vacate the said premises and this agreement for sale, and all rights of the said Buyer here and thereunder shall immediately cease and terminate and become null and void; and the said Buyer hereby expressly agrees to and hereby does relinquish all rights and interests created or conferred by or under this indenture, and in all sums heretofore paid on said contract, and in the property above described; it being specifically agreed and understood that in the event of any such failure by the Buyer to comply with any of the terms and conditions hereof, then and in that event, all moneys theretofore paid under this contract shall be taken and deemed to have been paid as rent of the premises herein described, and as agreed liquidated damages.

It is further agreed that this contract shall not be assigned by the Buyer without the written consent of the Seller.

It is further mutually covenanted and agreed that in case of default in the payment of any sum of money by the Buyer when and as agreed herein, or in the payment of any tax or assessment levied against said property before the same shall have become delinquent, then and in that event the said Buyer, his heirs and assigns, who may have possession of said premises at the time of such default, or thereafter, until removed from said premises by said Seller, as hereinbefore provided, shall be considered, and are hereby agreed and declared to be in law and equity, the tenant or tenants at will of said Seller, his heirs and assigns, on a rent equal to an interest of one per cent per month on the whole sum of the purchase money above specified, payable monthly, in advance, from the day of such default in payment; and after such default in payment, the said Seller, his heirs or assigns, shall and may have and exercise all the powers, rights and remedies provided by law or equity to collect such rent, or to remove such tenant or tenants, the same as if the relation of landlord and tenant, hereby declared, were created by an original absolute lease for that purpose, on a special rent, payable monthly, on a tenure at will, and that in such case the said tenant or tenants shall and will pay or cause to be paid, all taxes or assessments which may be levied against said premises; or any part thereof, during the continuance of such tenancy; and will not permit any damage to said premises, but will deliver up on the termination of such tenancy, the said premises in as good condition, ordinary wear and tear excepted, as they were in at the commencement of said tenancy, but the Seller on receiving the full payments at the times and in the manner above mentioned, agrees to deliver a certificate of title showing the title to be vested in the Seller and to execute and deliver to the Buyer or his assigns a good and sufficient deed of warranty.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of .

Minnie H. Reeves

(Seal)

Florence E. Lavine

(Seal)

Filed for record at request of O.H. Lavine, Sept. 16, 1926 at 04 min. past 3 P.M.

M.R. *[Signature]*

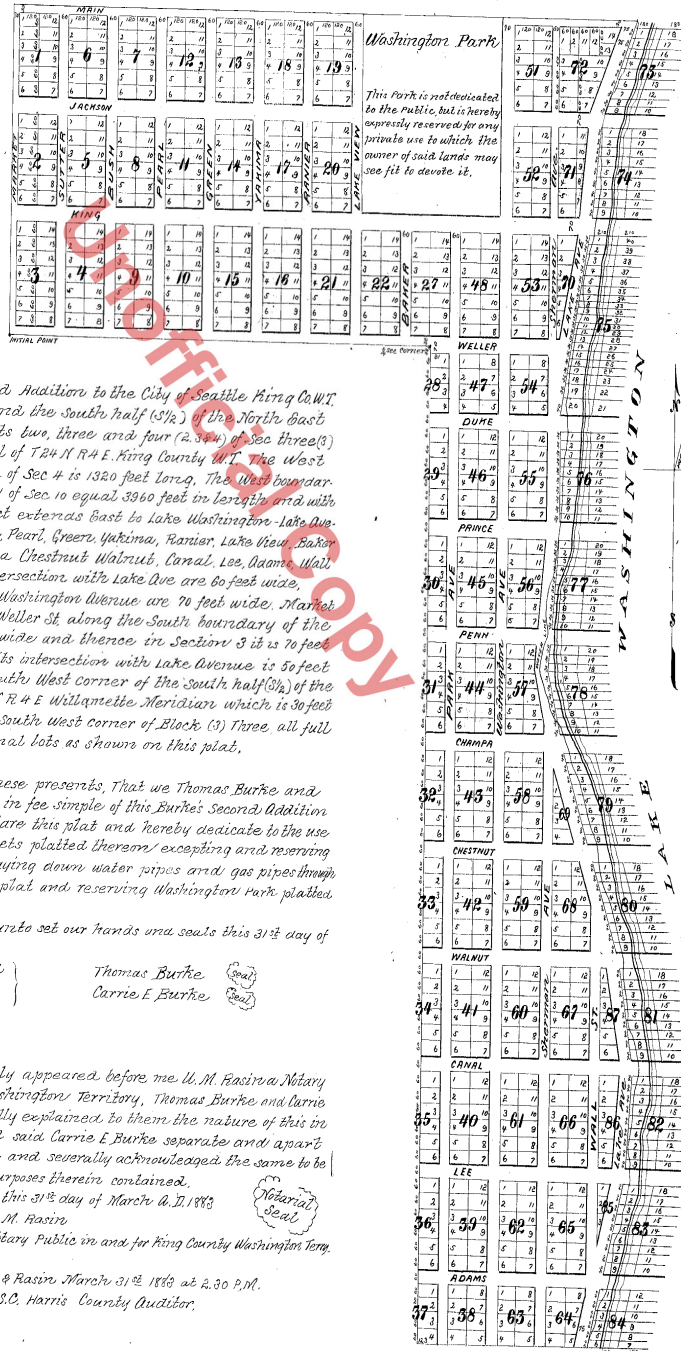
D.E. Ferguson, County Auditor.

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*Burke's Second Addition***TO THE CITY OF SEATTLE.**

2318 Deeds 176

Surveyed by Whitworth & Thomson, Engineers.

Scale 100 feet to One inch,
Recording Scale 400 feet to One inch.

SEE SURVEY VOL. 11 PAGE 57