

1212-615

State of Washington,
County of King.

This is to certify, that on this third day of December, A.D. 1923, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Orra Gormley, a widow, 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.

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

(E.E.C. Notarial Seal)
(Com. Ex. Mar. 6, 1926)

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

Filed for record at request of The Bank for Savings in Seattle, Dec. 6, 1923 at 57 min. past 2 P.M.

M.R. 111

D.E. Ferguson, County Auditor.

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Harry G. Kreeb, et ux
To

Real Estate Contract

Alfred A. Bissonette, et ux

Real Estate Contract

This Agreement, made and entered into this 12th. day of November in the year of Our Lord one thousand nine hundred and twenty three by and between Harry G. Kreeb and Elizabeth Kreeb, his wife, of Medina, King County, Washington, hereinafter called the "Vendors" and Alfred A. Bissonette and Bissonette, his wife, hereinafter called the "Purchaser,"

Witnesseth, that it is hereby mutually understood and agreed by and between the parties hereto as follows:

1. Subject as hereinafter provided, the Vendors shall sell and the Purchasers shall purchase all that piece or parcel of land situate, lying and being in the County of King, State of Washington, and known and described as lots 9, 10, 11 & 12 in block 11 Herrons Addition, together with all the appurtenances thereunto belonging or in anywise appertaining, for the sum of thirty five hundred (\$3500.00) dollars, gold coin of the United States, to be paid to the Vendors, as follows: The sum of twenty five hundred and ten dollars to be paid on the execution hereof, receipt whereof is hereby acknowledged, and the further sum of nine hundred and ninety dollars to be paid as follows:

Fifty dollars in thirty (30) days secured by note of like amount, and nine hundred and forty dollars (\$940) ... in payments of not less than thirty dollars (\$30) per month, on the 15th. day of each and every month hereafter, until principal and interest are fully paid, interest at the rate of eight (8%) per cent said interest being payable in addition and at the time of each monthly installment. The party of the first part agrees that the payments of thirty dollars per month shall go on the payment and liquidation of a certain \$940. indebtedness against said property. The Purchasers agree to keep all buildings on the premises insured in favor of the parties of the first part for a sum not less than fifteen hundred dollars (\$1500.)

2. The Purchasers covenant well and truly to pay or cause to be paid to the Vendors the said purchase price, with interest at the rate aforesaid, by the installments and at the times and in the manner hereinbefore provided.

3. The Purchasers covenant to pay and discharge any and all taxes and assessments of every kind or description that may be levied upon the said property or wherewith the same may be charged from and after date hereof.

4. The said property is a portion of the property comprised in the said Herrons Addition above mentioned, and is laid out and sold according to a building scheme subject to the conditions, restrictions and covenants herein, as well for the benefit of the other lots of the Vendors and of all other purchasers of the property comprised in said addition, as also for the benefit of the Purchasers, and the Purchasers covenant with the Vendors to observe, perform, fulfill and be bound by the following stipulations, restrictions, reservations, conditions and covenants:

a. The Purchasers shall not before the first day of January 1935 build on the said lot any building other than one private dwelling house, with the necessary outbuildings.

b. No building of any kind shall be erected within eight feet of the side lines of said lot or within thirty feet of any road or avenue as shown on said plat, and in no case shall any outbuildings be built within seventy five feet of any road or avenue upon which said lot fronts. No privy sink, vault or dry closet shall be permitted upon said lot, and all toilet fixtures shall be connected with a septic tank which shall be covered with at least three feet of earth and shall not be located within ten feet of any road or adjoining property line, and in no event shall the Purchasers expend upon such dwelling house in labor and materials alone less than the sum of eight hundred (\$800) dollars:

Provided that in addition to all other rights of the Vendors hereunder if default be made by the Purchasers in strict fulfillment of the provisions of paragraph (b) of this clause, all installments of purchase money then unpaid hereunder shall thereupon ipso facto become due and payable and recoverable forthwith with any thing to the contrary whatsoever in these presents contained notwithstanding.

c. No placards or advertising of any kind shall be erected, exposed or maintained upon said lot or any building thereon.

d. No swine, cows, cattle, asses, goats, sheep, horses or poultry shall be kept within seventy five feet of the front line of said lot.

5. The Vendors shall embody in all contracts for sale and in the conveyances of all other property made by the Vendors in the said addition the like restrictions, reservations, conditions and covenants as are set forth in clause four hereof: Provided, however, that the Vendors shall have the right to waive the building restrictions so as to permit of the erection of club houses.

6. The Vendors shall suffer and permit the Purchasers to occupy and enjoy the said lot until default be made hereunder:

7. On payment of the purchase price with interest as aforesaid the Vendors shall convey or cause to be conveyed to the Purchasers in fee simple the lands and premises herein described free and clear from any and all liens or incumbrances other than herein created but subject to the restrictions, reservations, covenants and conditions herein contained. Said conveyance shall be prepared by the Vendors and shall contain all such restrictions, conditions, reservations and covenants as the Vendors' Counsel shall deem necessary for giving effect to the restrictions, reservations, conditions and covenants of this agreement and ensuring that the obligation hereof shall devolve with the said land until January 1st, 1935, and be binding upon the Purchasers and all future owners of said lands. The Vendors shall also furnish the Purchasers with Certificate of Ownership under the Torrens Registration Laws of the State of Washington, and the Purchasers hereby agree to receive and accept the same as and for and in place of abstract of title thereto.

8. No person of African, Japanese, Chinese or of any Mongolian descent shall be allowed to purchase, own or lease said real property or any part thereof:

9. There is hereby reserved over the lot, the subject of this contract, and the conveyance of said lot shall contain a reservation in favor of the Vendors of a right-of-way for installing sewers, water pipes, gas pipes and underground electric and telephone or other wiring, said right-of-way to be exercised in a reasonable manner and not more than one trench to be opened up through such lot by the Vendor.

10. It is expressly agreed that in all respects time shall be of the essence of this contract.

11. Should the Purchasers fail, neglect or refuse to make the payments aforesaid, or any of them, within the time above limited, respectively, or fail, neglect or refuse to carry out in their entirety the covenants and conditions of this agreement in the manner and within the time above mentioned, time in all cases being of the essence of this agreement, then the Vendor may mail to the Purchasers a notice in writing signed by the Vendor's agent or attorney, to the effect that unless said payment so in arrears is or are paid, or such conditions is or are complied with within (30) days from the mailing thereof, this agreement shall be void, and upon the said notice being so mailed and upon the Purchasers continuing the default for the space of thirty days thereafter all rights and interest hereby created or then existing in favor of the Purchaser or derived under

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this agreement, shall forthwith cease and determine, and the land hereby agreed to be sold shall revert to and re-vest in the Vendors without any declaration of forfeiture or notice (except as hereinbefore mentioned), and without any act of re-entry or any other act of the Vendors to be performed, or any suit or legal proceedings to be brought or taken, and the Vendors shall retain any money paid to it in pursuance of this agreement as and by way of liquidated damages for the breach of this agreement and not as a penalty, and thereupon the Purchasers shall deliver up possession of the said premises to the Vendors and the Purchasers shall have no claim whatever against the Vendors for or by reason of such cancellation, sale and retainer of said moneys.

12. Any notice to be given to the Purchasers under the terms hereof shall be properly given (in addition to any mode in which such may be given or made according to any law for the time being in force) if sent to the Purchasers by prepaid registered post, addressed as follows: Mr. and Mrs. Alfred A. Bissonette, Medina, King County, Wash. and shall be deemed to have been given on the day of posting of such notice, and in the event of the Purchasers their or his or her heirs, executors, administrators or assigns, assigning his or her or their interest in this agreement, or in the event of the death of the Purchasers, or in the event the Purchasers enter into any agreement for the sale of the said lot, any notice given hereunder addressed to the Purchasers as aforesaid shall be valid and sufficient notwithstanding such death, assignment or agreement.

13. The benefits of this agreement shall enure to and be binding upon the successors and assigns of the Vendors and the heirs, executors, administrators and assigns of the Purchasers.

Executed in duplicate this the day and year first above written.

In presence of:

Harry G. Kreeb (Seal)

By-Elizabeth Kreeb, his wife, (Seal)
his atty. in fact.

Elizabeth Kreeb (Seal)

Eugene McCourtland Bissonette (Seal)

Alfred A. Bissonette (Seal)

Filed for record at request of George Gregory, Dec. 6, 1923 at 35 min. past 3 P.M.

M.R. D.E. Ferguson, County Auditor.

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William Loudon, et ux

To

Real Estate Contract

J.R. Gillam, et ux

Real Estate Contract

This agreement, made and entered into this 10th. day of November, A.D. 1923, between William Loudon and Maude A. Loudon (his wife) hereinafter called the "seller", and J.R. Gillam and Julia Helen Gillam, (his wife) 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 twelve (12) block twenty nine (29) of Capitol Hill Addition to the City of Seattle, Washington (division No. 4).

According to plat recorded in volume 10 of plats at page 34 of the records of King County, Washington, with the appurtenances, on the following terms and conditions:

The Purchase price for said described premises is the sum of sixty four hundred and no/100 (\$6,400.00) dollars of which the sum of nineteen hundred and no/100 (\$1,900.00) dollars has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of forty five hundred and no/100 (\$4,500.00) dollars shall be paid as follows: First by the purchaser assuming and agreeing to pay the unpaid balance (in the sum of \$1,500.00) of one certain mortgage together with interest thereon, said mortgage being dated November 22nd 1921, and recorded in Volume 822 of Mortgages at page 317 of the records of said County and State. And the remaining balance of said purchase price in the sum of (\$3,000.00) three thousand and no/100 dollars is then to be paid as follows: Seventy five and no/100 dollars or more, on or before December 1st, 1923, and seventy five and no/100 dollars or more, on or before the 1st day of each month

1808923

HERRON'S ADDITION

Scale: 1 Inch = 200 Feet.

Rutherford & Whitworth
Engineers.

DESCRIPTION

This "Herron's Addition", King County, Washington, covers and includes the southwest one quarter (S.W. 1/4) of the southeast one-quarter (S.E. 1/4) of Section twenty four (24) and the northwest one quarter (N.W. 1/4) of the northeast one quarter (N.E. 1/4) of Section twenty five (25), Township twenty five (25) North, of Range four (4) East of the Willamette Meridian.

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

We hereby certify that this plat of "Herron's Addition" is based upon an actual subdivision of Sections 24 and 25, Twp. 25 North, of Range (4) East, W.M., that the distances and courses shown thereon are correct, that the monuments have been set, and exterior lot and block corners staked on the ground.

Rutherford & Whitworth
by F.H. Whitworth Jr.

DEDICATION

Know all men by these presents, that Country Homes Association, a corporation duly organized and existing under the laws of the State of Washington, having its principal place of business in the City of Seattle, owners in fee simple of the land embraced in this plat, and Ben Hazeltine and Annie D. Hazeltine, his wife, Alfred E. Stookey, and R.C. Washburn and Louise S. Washburn, his wife, mortgagees, have caused the same to be platted as "Herron's Addition", and hereby dedicate to the use of the public forever, all the streets and avenues shown thereon.

In witness whereof, the said Country Homes Association, has caused these presents to be signed by its President and Secretary, and sealed with its corporate seal this 10th day of November A.D. 1913, and the said Ben Hazeltine, Annie D. Hazeltine and Alfred E. Stookey have hereunto set their hands and seals this 10th day of November A.D. 1913, and the said R.C. Washburn and Louise S. Washburn have hereunto set their hands and seals this 2nd day of December A.D. 1913.

Ben Hazeltine
by William R. Towne
his Attorney in Fact
Annie D. Hazeltine
by William R. Towne
her Attorney in Fact
Alfred E. Stookey
COUNTRY HOMES ASSOCIATION
by W.W. Herron, its President
Attest: J.H. Templeton, its Secretary
R.C. Washburn
Louise S. Washburn



ACKNOWLEDGMENT

State of Washington }
County of King } s.s. This is to certify that on this 10th day of Nov. A.D. 1913, personally appeared before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, Alfred E. Stookey to me known to be the individual described in and who executed the foregoing and accompanying instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned. Also personally appeared William R. Towne to me known to be the individual who executed the foregoing instrument as Attorney in Fact of Ben Hazeltine and Annie D. Hazeltine and acknowledged that he signed and sealed the same as his free and voluntary act and deed as Attorney in Fact and as the free and voluntary act and deed of said Ben Hazeltine and Annie D. Hazeltine for the uses and purposes therein mentioned. Also personally appeared W.W. Herron and J.H. Templeton known to me to be the President and Secretary respectively of Country Homes Association, the corporation that executed the foregoing and accompanying 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 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.

Approved by the Board of
County Commissioners this
17th day of Feb. A.D. 1914:



David M. Kenzie
Chairman Board of County Commissioners
Attest: Byron Phelps
County Auditor
by N.W. Wardall Deputy

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

Examined and approved this
16. day of Feb. A.D. 1914:

Arthur P. Denton
County Engineer
by F.W. Allen Deputy

ACKNOWLEDGMENT

State of Oregon }
County of Jackson } s.s. This is to certify that
on this 2. day of Dec. A.D. 1913, personally
appeared before me, a Notary Public in and for
the State of Oregon, duly commissioned and
sworn, R.C. Washburn and Louise S. Washburn
his wife, to me known to be the individuals de-
scribed in and who executed the foregoing
and accompanying instrument and acknowl-
edged that they signed and sealed the same
as their free and voluntary act and deed for
the uses and purposes therein mentioned.
In witness whereof I have hereunto set

A.B. Simmer, Draftsman

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



Holbrook Withington
Notary Public in and for the State of
Oregon, residing at Medford

REGISTERED LAND
916381

Filed for record at the request of Coun-
try Homes Ass'n. Feb. 10, A.D. 1914 at 40 min.
past 3 P.M. and recorded in Vol. 21 of plats,
page 53 Records of King County.

by H.D. Russell Byron Phelps
County Auditor
Deputy

