

subject to a mortgage executed
to C. D. Clinton, to secure the payment of \$8250.00 and interest: and mortgage executed November 6, 1930
by H. E. Leonard and Eleanor H. Leonard, his wife, to Fidelity Savings & Loan Association, a corporation,
to secure the payment of \$62,500.00 and interest.

Also subject to payment of the 1930 taxes, in the sum of \$193.94.

Dated this 27th day of March, A. D., 1931.

H. E. Leonard (Seal)
Eleanor H. Leonard (Seal)

State of Washington)
County of King) ss.

On this 28 day of March, A. D. 1931, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. E. Leonard and Eleanor H. Leonard, his 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.

(J.L.B. Notarial Seal)
(Com. Ex. May 12, 1931)

J. L. Booth
Notary Public in and for the State
of Washington, residing at Seattle. *photo*

Filed for record at request of I. W. Seaman, Mar. 30, 1931, at 49 min past 11 A. M.

George A. Grant, County Auditor

8/20/1928 ee 11520
p 101-104
Real Estate Contract

Olive Loe et al
to
Lois S. Levine

Real Estate Contract

This agreement, made and entered into this 20th day of August, 1928, between A. O. Loe, and Olive Loe, his wife, L. D. Lewis and Louise Baker Lewis, his wife, hereinafter called the "sellers", and Lois S. Levine, hereinafter called the "purchaser,"

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

Commencing at the northwest corner of government Lot 1, Section 21, Tp. 23 North Range 3 East W.M. thence south 0°27'14" E. along the west line of said section 21, a distance of 959.00 feet; thence N. 44°32'46" E. a distance of 588.40 feet; thence north 52°32'14" W. a distance of 71.80 feet to the true point of beginning for this description; thence N. 52°32'14" W. a distance of 55.00 feet; thence N. 37°27'46" E. a distance of 230 feet more or less to the shore line of Puget Sound; thence southeasterly along said shore line to a point which bears north 37°27'46" E. a distance of 230 feet, more or less, from the point of beginning; thence to the point of beginning, together with all tide lands of the second class situated in front of, adjacent to or abutting upon the above described real property; also an easement for road purposes over and across a strip of land 30' in width extending southeasterly, in a continuation of the southwesterly 30 feet of above described real property, for a distance of 71.80 feet, thence over a strip of land 30 feet in width lying northwesterly of a line extending S. 44°32'46" West to the Shanahan Glen Acres County Road; reserving, however, an easement for road purposes over and across the southwesterly 30 feet of the above described tract, with the appurtenances, on the following terms and conditions:

The purchase price for said described premises is the sum of eight hundred fifty dollars (\$850.00), of which the sum of one hundred twenty-five dollars (\$125.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price, in the sum of seven hundred twenty-five dollars (\$725.00), shall be paid as follows: At the rate of ten dollars (\$10.00) or more per month,

date of first payment being September 1st, 1928, and succeeding payments being due on the first day of each and every month thereafter until the entire principal sum has been fully paid.

As part of the consideration herein, purchaser agrees to bear his pro rata cost of maintaining the roads to be laid out and established in the proposed plat of the lands owned by or in which first parties have an interest and of which the above described premises constitute a part, and as part of the consideration herein, purchaser agrees to bear his pro rata cost of maintaining the water system, as the same now exists upon the above mentioned lands, owned by or in which first parties have an interest.

It is a condition of this sale that the within property shall be used for residential purposes only and cannot be re-sold 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 sellers may pay the same, and any amount so paid by the sellers, 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 sellers 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 sellers and for the sellers' benefit as interest may appear and to deliver all policies and renewals thereof to the sellers.

The purchaser agrees that full inspection of said described premises has been made and that neither the sellers 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 improvement or agreement relied on be in writing and attached to and made a part of this contract.

The sellers covenant and agree to convey said premises by good and sufficient warranty to the purchaser when said purchase price shall have been fully paid and this contract fully performed and surrendered, and to furnish a policy of title insurance within ten (10) days from the date of this contract, evidencing good title in sellers, and the purchaser shall be allowed ten (10) days for the examination of same.

Sellers agree to reserve and dedicate a thirty (30') ft. strip of land along the west boundary of the lands hereinabove described for road purposes, and to provide for a connection between the same and the existing County road to the West.

All payments under this contract shall be made at the Metropolitan National Bank of Seattle. This contract shall be placed in escrow with said Bank until one-fifth of the purchase price hereof shall be paid, with interest, at which time, and not before, the purchaser shall be entitled to have and record said contract.

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 sellers may elect to rescind this contract, and upon such election being made all rights of the purchaser hereunder shall cease and determine, and any payments theretofore made hereunder by the purchaser shall be retained by the sellers in liquidation of all damages sustained by reason of such failure, and no waiver by the sellers 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.

Blair Jones
County Road

Reel
1500
D101-102

8/20/1928
Oliver Loe

A. O. Loe

L. D. Lewis

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