

1407 - 161

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

Filed for record at request of Phebe Nell Tidmarsh, July 27, 1928 at 19 min past 2 P.M.

RJ

George A. Grant, County Auditor

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H. C.K. Muhlenberg, et ux

Real Estate Contract

Caroline May Owen

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 28th day of May 1928, by and between H. C. K. Muhlenberg and Helen D. Muhlenberg, his wife, parties of the first part, hereinafter referred to as "vendor" and Caroline May Owen party of the second part, hereinafter referred to as "vendee",

Witnesseth: That for and in consideration of the mutual promises and agreements hereinafter contained, the vendor agrees to sell to the vendee, and the vendee agrees to purchase from vendor the following described real estate situated in the City of Seattle, County of King, State of Washington, to-wit:

The S.E. 50 ft. of the S.W. 1/2 of lot 2, block 3, of the Montlake Tracts Addition to the City of Seattle, as filed in the King County Auditor's office (more specifically known as lot 2-F, block 3) with the appurtenances, on the following terms and conditions:

The total purchase price of the said property is the sum of One thousand two hundred seventy five (\$1275) of which the sum of Three Hundred eighty two and 50/100 (\$382.50) dollars has this day been paid to the vendor, and the receipt whereof is this day hereby acknowledged by the said vendor. The balance of the purchase price in the sum of Eight hundred ninety two and 50/100 (\$892.50) Dollars shall be paid as follows: Eighteen (\$18.00) dollars or more on the 1st day of Sept. 1928 and eighteen (\$18.00) Dollars or more on the 1st day of each and every month thereafter until the total remaining balance of eight hundred ninety two and 50/100 (\$892.50) Dollars, together with interest thereon, has been paid in full. Monthly payments to include interest at seven (7%) per cent per annum and apply first on accrued interest to date and the balance in reducing the principal sum.

Nothing shall operate to extinguish or diminish any liability upon this contract, or relieve the said vendee from any of the payments herein provided.

It is further agreed that the vendee shall pay all taxes and assessments that may be levied after the date hereof at the time that the same may be due and payable, and shall allow no labor or material liens to be perfected against the said premises.

The vendee agrees to take the property herein described subject to the following restrictions, which shall be deemed covenants running with the land, and shall also be conditions subsequent, which said restrictions and covenants shall be effective until January 1, 1958.

1. There shall not be erected or maintained upon any platted lot any structure other than one single detached dwelling house, with or without private garage, in architecture in harmony with such dwelling house, and said premises shall be used only for private residence purposes.

2. No such dwelling house shall be erected or maintained which shall cost at prevailing market prices, less than \$5,000.00, and the erection of no such house upon said property shall be commenced prior to December 31, 1932, until after plans therefor have been approved by an architect employed by the vendor at its expense.

3. No chicken or other fowl, or animals, except individual household pets, shall at any time be kept or maintained upon said property.

4. No person or persons, of Asiatic, African or Negro blood, lineage or extraction shall be permitted to occupy a portion of said property, or any building thereon, except domestic servant or servants may be actually and in good faith employed by white occupants of such premises.

5. No house, or part thereof, or other structure, shall be constructed or maintained upon said premises nearer to the front street margin than the line described upon the plat as "building limit".

Upon the violation of the foregoing restrictions, by the vendee, or the officers, agents, devisees, grantees or assignees, of the vendee, the entire estate in the herein described property shall revert to the grantor herein, its successors or assigns.

Upon the complete performance of all of the covenants, herein required to be performed, by the vendee, the vendor agrees to execute and deliver to the vendee a Special Warranty Deed to the said premises, subject to the provisions hereof, excepting from warranties thereof, however, the following:

1. Restrictions above set forth,

2. All Liabilities arising or created against the property by the vendee, or those claiming under vendee from and after date hereof.

3. All taxes, assessments, levies and charges which shall be made upon or against the same, which said taxes, assessments, levies and charges the vendee assumes and agrees to pay.

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, and vendee has examined and accepts title as of this date.

Time is of the essence of this contract, and in case of the failure of vendee to make either of the payments or perform any of the covenants on his part, this contract shall be forfeited and terminated at the election of said vendor, and said vendee shall forfeit all payments, made on this contract, and such payments shall be retained by said vendor in full satisfaction and liquidation of all damages sustained, and shall have the right to re-enter and take possession of said land and premises and every part thereof, free and clear of any and all claim, right or interest whatsoever, of said vendee therein or thereto, and it is expressly understood and agreed that in case any extension of time is given or suffered on any payment or payments or any of the covenants herein provided for, the same shall not be understood to be or constitute a waiver of the right of the vendor to declare this contract forfeited for non-payment of any subsequent payment upon default thereof, and in case of default in any payment or covenant, if vendor elects to forfeit and terminate this contract, notice of such election to forfeit may be given to vendee by mailing such notice to vendee.

Where the words "vendor" or "vendee" occur in this contract the same shall include heirs, successors, administrators or assigns.

In Witness Whereof, the parties hereto have executed this instrument in duplicate, the day and year first herein written.

Caroline May Owen
Vendee

H.C.K. Muhlenberg

Helen D. Muhlenberg
Vendor

STATE OF WASHINGTON)
COUNTY OF KING) SS

On this 5th day of June A.D. 1928, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. C.K. Muhlenberg and Helen D. Muhlenberg, his wife, to me known to be the executor of the foregoing instrument and acknowledged the

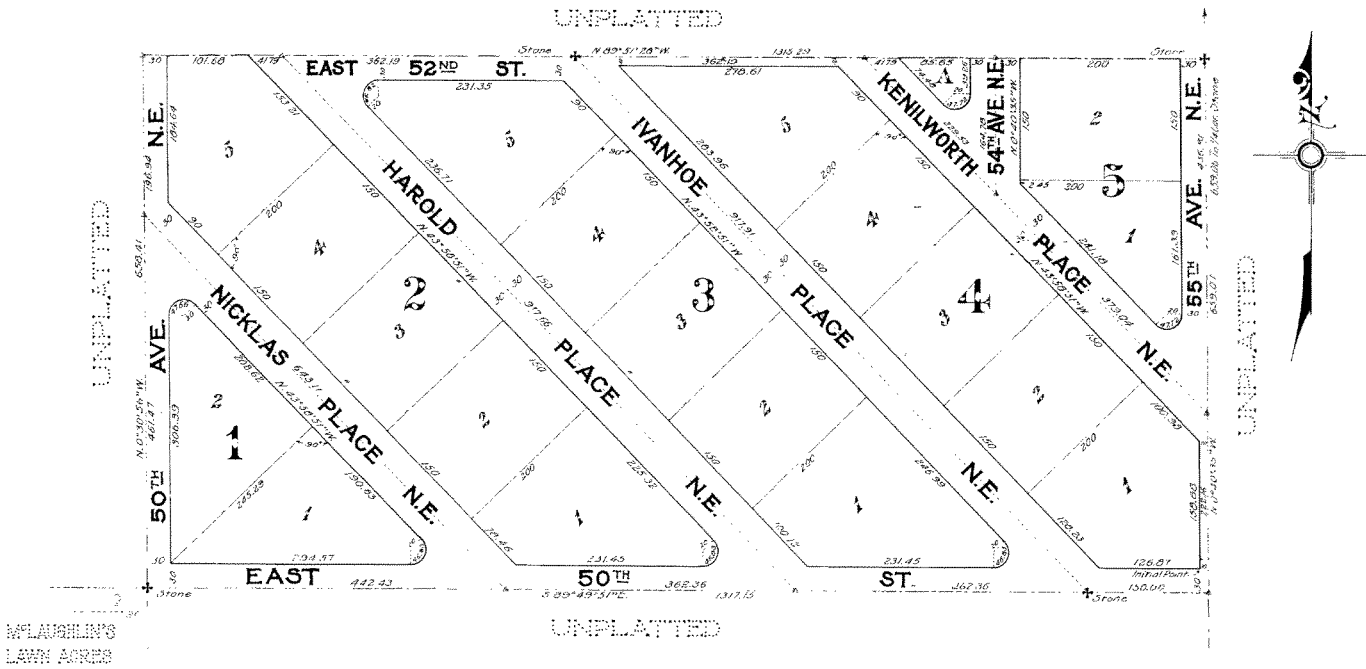
MONTLAKE TRACTS,

AN ADDITION TO THE

CITY OF SEATTLE

Scale: 1 Inch = 100 Feet.

Rutherford & Whitworth
Engineers.



W. LAUGHLIN'S
LAWN AGRIES

DESCRIPTION

This plat of "Montlake Tracts, an Addition to the City of Seattle", covers and includes the south one half of the northeast one quarter of the southeast one quarter (S 1/2 of N.E. 1/4 of S.E. 1/4) of Section Ten (10) Township Twentyfive (25) North, Range Four (4) East of the Willamette Meridian.
All dimensions are as shown on the face of the plat.
All bearings are referred to the City Standard Meridian of the City of Seattle.
The initial point of this plat is the southeast corner of Lot 1, Block 4, which point is 30 feet northerly and 10 feet westerly from the southeast corner of this tract.

Approved by the Mayor and the City Council of the City of Seattle, by Ordinance No. 33277 this 24th day of June A. D. 1913.

H. C. Gill
Mayor



Attest: H. W. Carroll
City Comptroller and Ex. Office City Clerk

DEDICATION

Know all men by these presents, that I, Magdalena Nicklas, a widow, owner in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all the streets, avenues, places and drives shown thereon, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts or fills upon the blocks and tracts shown on this plat in the reasonable original grading of all the streets, avenues, places and drives shown hereon.
In witness whereof I have hereunto set my hand and seal this 30th day of June A. D. 1913.

Magdalena Nicklas

939312

Filed for record at the request of City Engineer June 25, 1914, at 30 Min. past 10 A. M., and recorded in Volume 21 of Plats, page 73, Records of King County.

by A. D. B...
Deputy

Byron Phelps
County Auditor

ACKNOWLEDGMENT

State of Washington) County of King) s.s. This is to certify that on this 30th day of June A. D. 1913, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Magdalena Nicklas, a widow, to me known to be the individual described in and who executed the foregoing 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 mentioned.
In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written



H. W. Carr
Notary Public in and for the State of Washington, residing at Seattle.

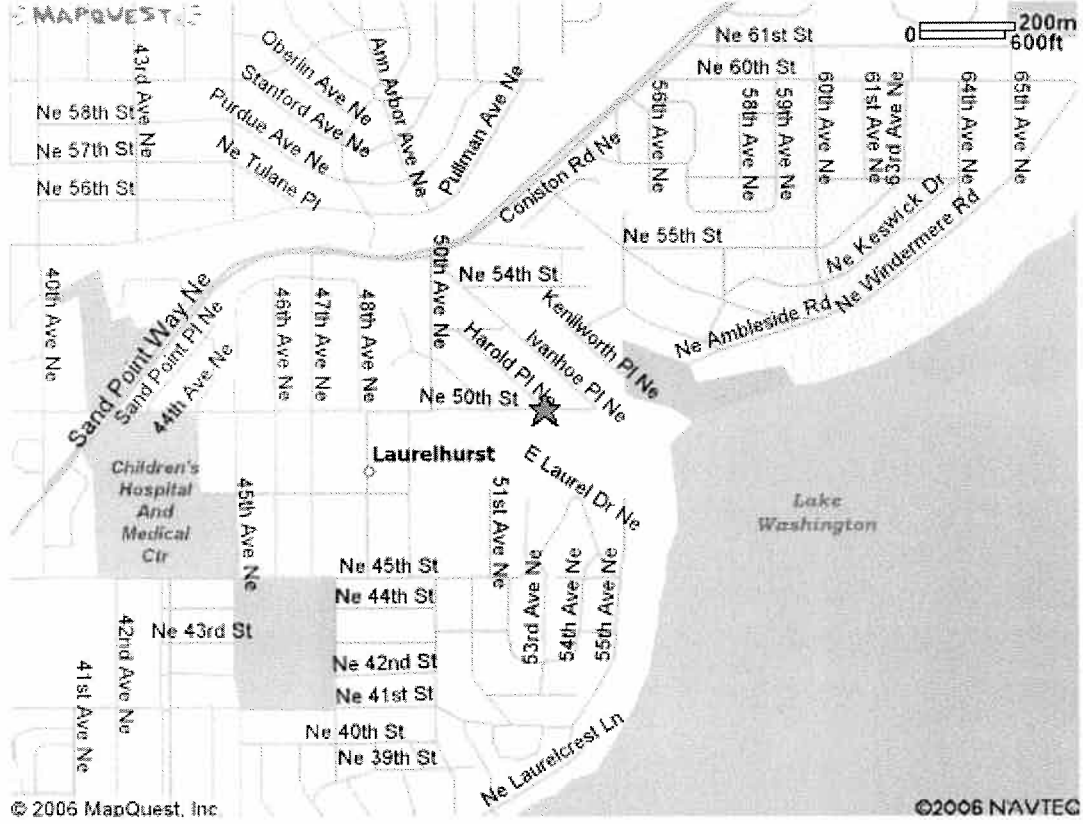
Examined and approved this 22nd day of June A. D. 1914.

A. G. Simmer
Deputy

A. H. Dimock
City Engineer



★ Ne 50th St & Harold Pl Ne
Seattle, WA 98105, US



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