

216675

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Warranty Deed

THIS INDENTURE WITNESSETH, That THE LONGVIEW COMPANY,, a corporation organized under and existing by virtue of the laws of the State of Washington, party of the first part, hereinafter called the "Grantor," for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, to it in hand paid by

H. E. Stallings, a married man,

party of the second part, hereinafter called the "Grantee," and the performance of the covenants and agreements hereinafter set out to be performed by the Grantee, his heirs and assigns, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto the Grantee, his heirs and assigns, the following described premises situate, lying and being in the County of Cowlitz, State of Washington, to-wit:

Lot Nineteen (19), Block Sixty-two (62), Olympic Acres (unplatted), more particularly described as follows: Beginning at a point 434.08 feet East and 143.24 feet North of a concrete monument bearing a metal plate inscribed "LB 88" set to mark the intersection of the North line of the Noyes Stone D.L.C. with the section line between Sections 31 and 32, Township 8 North, Range 2 West W.M.; and running thence East 100 feet; thence South 366.93 feet to a point on the Westerly projection of the Northerly line of Washington Way, as shown by the recorded plat of Olympic Addition to Longview, No. 1 on file at the office of the Auditor of Cowlitz County, Washington; thence along said Northerly line of Washington Way produced, South 81 degrees 21 minutes 15 seconds West 101.15 feet; thence North 382.14 feet to the point of beginning.

This deed is made subject to existing licenses and easements.

Use of said property is restricted to residential and agricultural purposes.

Ownership and occupancy of said property are restricted to persons of the white race.

Should the Grantor at any time prepare and file for record a plat including the property hereby conveyed, the Grantee, by his acceptance of this deed, agrees to join with the Grantor in the filing of said plat.

According to the recorded plat thereof, ~~SUBJECT~~ to existing licenses and easements.

TO HAVE AND TO HOLD the said premises, with all their appurtenances, unto the Grantee, his heirs and assigns forever. The Grantor, for itself and its successors, does hereby covenant to and with the Grantee that it is the owner in fee simple of said premises; that they are free from all encumbrances except the lien of general taxes and of Local Improvement District, district and sewerage assessments or installments thereof, if any, becoming due and payable on or after June 9, 1941 and claims, if any, arising out of the act of the Grantee; and that it will warrant and defend the title thereto against all lawful claims whatsoever not based on any encumbrances above mentioned, and arising prior to June 9, 1941

This deed is made subject to the reservations, restrictions and covenants set forth in a declaration attached to the plat aforesaid, filed in the office of the County Auditor of Cowlitz County, Washington, and the Grantee covenants and agrees to observe and comply with said reservations and restrictions and perform said covenants insofar as they are binding upon the owner of the land hereby granted.

A part of the consideration for the execution of this deed by the Grantor are the covenants and agreements hereinafter contained, made and entered into by the Grantee, by his acceptance of this deed, for himself, his heirs and assigns.

1. Any dwelling constructed on said land shall cost not less than \$ 1,000.00 and shall be not less than one stories in height.

2. For a Building Code, the parties hereto adopt the "Building Code," the "Electrical Code" and the "Plumbing Code" of the City of Longview.

3. No building shall be constructed on the property covered by this deed not in accordance with the Building Code as said adopted by the parties hereto, and no building shall be constructed not in accordance with plans and specifications first approved in writing by the Grantor.

4. All of the covenants on the part of the Grantee herein contained shall run with the land hereby conveyed and bind all subsequent owners and occupants thereof in like manner as though the provisions of this instrument were recited and stipulated at length in each and every future deed or other instrument of grant and conveyance.

5. It is understood and agreed that the placing of the foregoing restrictions and conditions on the land hereby conveyed entails no obligation, expressed or implied, upon the Grantor to place the same restrictions and conditions upon any other land shown on said plat owned by it.

Where reference is made to the Grantor, it is intended to include its successors and assigns, and where to the Grantee, his heirs, successors and assigns. The masculine pronoun, where used in this instrument, shall be taken to include the feminine and neuter.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be subscribed in its behalf by its Vice-President, thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the 14th day of August, 1941

THE LONGVIEW COMPANY

By [Signature] Vice-President.

Attest:

[Signature]

Assistant Secretary.

STATE OF WASHINGTON
County of Cowlitz.

On this 14th day of August

S. M. Morris

1941 before me personally appeared

S. E. Ellis

to me known to be the Vice-President and Assistant Secretary of THE LONGVIEW COMPANY, the corporate seal 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 first above written.

[Signature]
Notary Public in and for the State of Washington, residing at Longview.



Filed for Record 8-25 1941; Request of COWLITZ COUNTY TELLER H. H. De HART, Cowlitz County Auditor