

THIS AGREEMENT, Made and entered into this 5th day of November, 1947, between JOHN J. JOHNSON and KATHERYN JOHNSON, his wife, herein called the sellers, and CLAUDE R. LAYCOCK and NELLIE M. LAYCOCK, his wife hereinafter called the purchasers:

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 the County of Pierce, State of Washington, to-wit:

Northerly 62.2 feet of Lot Six (6), less the northerly 62.2 feet of westerly 4.5 feet of Lot Six (6), Block Thirty-five hundred thirty-three (3533) of AMENDATORY PLAT OF AINSWORTH ADDITION TO TACOMA, WASHINGTON,

all of which is a part of a building situate upon Lots One (1) to Six (6) of said Block, known and designated as "Gray Gables," with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of six thousand (\$6000.00) Dollars, of which the sum of Six hundred (\$600.00) Dollars has this day been paid, the receipt whereof is hereby acknowledged and the balance of said purchase price in the sum of fifty-four hundred (\$5400.00) Dollars shall be paid as follows: Fifty (\$50.00) Dollars, ~~on the 1st day of December, 1947, including interest at the~~ on the 1st day of December, 1947, including interest at the rate of six per cent per annum, and a like sum including interest at said rate on the 1st day of each and every month thereafter until the full amount of principal and interest has been paid. ~~\$50.00 or more~~ AFTER \$3000.00 IS PAID ON PRINCIPAL

PROVIDED HOWEVER, that these presents are made, executed and delivered by the seller and accepted and executed by the purchaser upon the express terms and conditions hereby created and subject to the restrictions, reservations and upon the happening of any one of the following events or contingencies:

That the buyer or grantee agrees to cooperate with the owners or purchasers of the other real estate units of the one building plan of said premises, all of which is a part of the consideration of the purchase price paid, to share and pay when called upon, the pro-rated amount of the expense of the unit under grant or purchase

herein, according to the amount of square feet in said unit, in relation to the cost of the repairs, up-keep and maintenance of the roof and exterior of the building as a whole, including utilities separate and apart from each unit, but necessarily serving all units, such as electric power, water and gas, and to the faithful observance of which the said grantee or buyer firmly binds and obligates himself, his heirs and assigns, for the following uses and purposes:

(1) That said premises must be used entirely for residential purposes only, and shall not be used to give music or singing instructions.

(2) That said premises shall never be sold, leased, rented or occupied by any person or persons other than of the Caucasian race:

(3) An easement is hereby created for the egress and ingress over the concrete walks, and for repair and maintenance thereof, and for the perpetual use in common of all unit owners or buyers of the one building plan and each of their patrons thereof, situate in the northerly fifteen (15) feet of the southerly seventy-five (75) feet of Lots Three (3), Four (4), Five (5) and Six (6), and the northerly fifty-four (54) feet of the southerly ninety-four (94) feet of the easterly 8.7 feet of Lot Two (2), and the northerly fifty-four (54) feet of the southerly ninety-four (94) feet of the westerly two (2) feet of Lot Three (3), of Block of said platted addition.

That said easement shall enure for the benefit and use of the grantee or buyer, and their heirs and assigns.

(4) An easement is hereby created for joint user with the owners or purchasers of the other eleven units under the one building plan of said premises, for the use, repair and maintenance of all main feeder utilities such as water and gas pipes, sewer mains and electric conduit pipes or transmission lines, serving the twelve unit building plan upon said premises, wherever the same may now be

situate, and concealed or not susceptible of inspection, including the joint user of the electric meter compartment, situate in that part of the building on Lot One thereof, and for this purpose the grantee or purchasers shall make and forever hereinafter keep and maintain in good state of repair, improve and maintain, for himself and their heirs and assigns.

(5) The grantee or purchasers for themselves and their heirs and assigns, and it is part of the consideration herein, to keep in a good state of repair the exterior of the whole building, and roofs thereof, including the preservation and painting thereof.

(6) The grantee or purchaser herein for himself and his heirs and assigns, and represents and warrants that the party walls on the defining property lines of the premises under conveyance herein and affecting this particular unit, shall be observed and kept in a good state of repair and maintenance without cost and expense to the owner or purchaser of the other eleven unit owners thereof.

(7) The grantee or purchaser, for himself or their heirs and assigns, has carefully examined every matter and condition relating to the segregation of the twelve unit plan under one roof thereof, and as the grantee or purchaser, fully recognizes the responsibility as a unit fee holder, in relation to the free hold of the other fee holders thereof, and agrees to be bound thereby.

(8) Should any part of the twelve unit building as a whole require repairs or improvements, nothing herein contained shall prevent all of the individual unit owners or purchasers from proceeding therewith and sharing the expense thereof on a pro-rata basis.

(9) It is expressly agreed moreover, that the aforesaid covenants, easements and restrictions shall run with the land, in favor of the owner, or purchasers of said lot above described, and also in favor of the owner, or owners or purchasers, respectively of the other eleven units of the subdivision in said Block, and these covenants being made for the benefit of all of said property, the

respective owners, or purchasers now or hereafter, of any of said tracts in said Block and have full right to the benefits and covenants, easements and restrictions, and shall be authorized to enforce in their own right and names, respectively, all remedies afforded by law, and pay a reasonable sum as attorney's fee and the costs incurred whereby these grantors or sellers, and their heirs and assigns might enforce said covenants, easements and restrictions or prevent infraction thereof, or may recover all lawful damages suffered by either of them by reason of such infraction.

(10) It is further provided that a breach of any of the foregoing conditions shall cause said premises to revert to said grantors or sellers, their successors, heirs and assigns, and each of whom respectively shall have the right to immediate re-entry upon said premises in the event of such breach.

THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may become a lien on said premises as between seller and purchaser:
2. 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 and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller:
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs, and assignment of this contract unless the agreement relied on be in writing, and attached

to and made a part of this contract.

THE SELLER AGREES:

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;

2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of six per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;

2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure; Or the seller may bring action on any intermediate overdue installment, or on any payments made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument and that no such action shall constitute an election

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not to process waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

John J. Johnson
Katheryn Johnson
Claude R. Laycock
Nellie M. Laycock

STATE OF WASHINGTON)

County - Pierce) :ss

On this day personally appeared before me JOHN J. JOHNSON and KATHERYN JOHNSON, his wife, and CLAUDE R. LAYCOCK and NELLIE LAYCOCK, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of November, 1947.

Harry Adelberger
 NOTARY PUBLIC in and for the
 State of Washington, residing
 at Tacoma.

ASSIGNMENT BY PURCHASER

CLAUDE R. LAYCOCK AND NELLIE M. LAYCOCK..... the purchaser herein for and in consideration of \$10.00 and other considerations Dollars receipt of which is hereby acknowledged, does hereby sell, assign and transfer all right, title, interest and claim in and to the within described property and in this contract unto Jewell Rose Greening or legal representatives or assigns forever. And the seller herein or legal representatives or assigns is hereby authorized to receive from said assignee all unpaid balances due or to become due on this contract; and upon the final payment of all of the amounts due and a full compliance with all of the terms and conditions of this contract, to execute or cause to be executed to the said assignee, or legal representatives or assigns a deed to said premises in accordance with this contract, instead of to the above named purchaser or assignor.

Dated at Tacoma this 19th day of January, 1948

Claude R. Laycock
Assignor.

Nellie M. Laycock
Assignor.

CONSENT TO ASSIGNMENT BY SELLER

We hereby consent to the above assignment.

John J. Johnson
Seller.

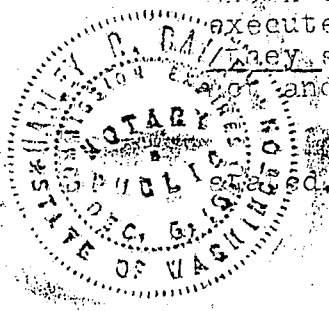
Katheryn Johnson
Seller.

STATE OF Washington
COUNTY OF Pierce ss.

This is to certify that on this 19th day of January, 1948, personally appeared before me Claude R. Laycock and Nellie M. Laycock, also John J. Johnson and Katheryn Johnson, known to me to be the individuals described in and who executed the foregoing assignment and acknowledged to me that they signed and executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on the date herein

Harley R. Bailey
Notary Public in and for State of
Washington residing at Tacoma.



Filed for record

Request of

J. E. FORD, County Auditor

Jan. 26 1948 3 13 PM
Jewell Rose Greening

