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THIS AGREEMENT, Made and entered into this <u>stic</u> 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 thirtythree (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 of the lst day of December, 1947, including interestat the rate of six per cent per annum, and a like sum including interest at said rate on the lst day of each and every month thereafter until the full amount of principal and interest has been paid. # 50.00" of MORE"

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

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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 nusic or singing instructions.

(2) That said premises shall never be sold, leased, renged 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 Dix (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

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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

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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:

l. 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'sinterest 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

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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;

That time is of the essence of this contract. In case 2. 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 b e 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.

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STATE OF WNSHINGTON) :ss County - Pierce)

On this day personally appeared before me JOHN J. JOHNSON and KATHERYN JOHNSON, his wife, and CLAUDE R. LAYCOCK and NELLIE MELAYCOCK, his wife, to me known to b e 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. Of the USES and official seal this and day of November, 1947.

NOTARY PUBLIC in and for the

State of Washington, residing at Tacoma.

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ASSIGNMENT BY PURCHASER

CLAUDE R. LAYCOCK AND NELLIE M. LAYCOCK.... the purchaser herein for and in consideration of <u>\$10.00</u> and other con-siderations Dollars receipt of which is hereby acknowledged, does hereby sell, assign and transfer all right, title, in-terest and claim in and to the within described property and in this contract unto <u>Jewell Rose Greening</u> or legal repre-sentatives or assigna forever. And the seller herein or legal representatives or assigns is hereby authorized to receive from said assignee all juncald balances due or to become due on this contract; and upon the final payment of all of the smounts 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 Assignor

CONSENT TO ASSIGNMENT BY SELLER

Wė hereby consent to the above assignment.

SPATE OF Washington SS. COUNTY OF Pierce

Rγ

This is to certify that on this 19th day of January, 1948, personally appeared before me_Claude R. Laycock and Vellie 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 <u>They signed and executed the same as their6free and voluntary</u> of and deed for the uses and purposes therein mentioned.

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

Filed for record an. 26 1948 Request of & Lew ell K J. E. FORD, County Auditor

| | AMENDATORY PLAT OF |
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| 13:20 13:00 1 | $\frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}$ |
| sister 130 20 10 10 10 10 10 10 10 10 10 10 10 10 10 | THE AINSWORTH ADDITION TO TACOMA W.T. |
| South South 120 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | Deconstitution and Explorention of the surround shelpt antitled " Quere 1 1 |
| | Description and Explanation of the accused plat, sutitled " amends low |
| | Plat of the aucoorche addition to Tacoma, N. T." The soid addition complice |
| | all of lot four of Section five of Township twenty north of Range three east of the |
| | Willowette meridian and the plat thereof is drown to a scale of two hundred |
| NA 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | but to one inch and is made to take the price is and to correct clinical errors |
| | in the plat, subilied "The Ausworth Addin to Theoma, D. P." which said plat was |
| | filed in the office of the Auditors of wind The ce County on the fourteenth day of |
| | January eighteen tuendred eighty new. |
| | The initial point of survey of this plat is at the northwest corner of sund |
| 555 11 12 100 12 100 12 100 12 100 100 100 | lot four, let said initial point a stone monument is planted marked + said |
| | cross indicating the location of said mitial point |
| 37.92 10 21 22 South 0 | How monuments marked + are also planted at the northeast, some |
| 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | is much converse of said lot four. |
| | . I starsections of the centre lives of streets or avenue with the centre line of |
| | ital's avenues, are prosed by slove monuments related in the ground |
| | www.ked+. |
| | The retion of all more mente is indicated on this plat by small circles 10. |
| | and - distances from a comment to monument is indicated herein. O. |
| | The names of all streets and avenues are noted on this plat, The alleys are U |
| state of the second sec | In by beet in width and include all passageways shown about first the |
| Conter line of South 9th St | Allerignated as stude or conner, and all allery extend from street |
| ₩ £746.6 <u>2</u> 9 | to merine to stud or average on to the margine of the plat between the block |
| | to in mostly, except Livision avenue and Ausworth amone, which are one hun |
| and feel in weath and Chicago accure which is fill feel | in a star The Stocks in such a case we are numbered and inclosed by |
| by continuous broken lines formed by the municipal since a | The state, arennes and allege show when and plat and by the margine a |
| at live of said plat. All blocks are now bend where this | Stat , sarge black figures and eard blocks are subdevided into lots, all of said |
| late are numbered on said plat from one upwards, all lote | in the is number five tunded thirty one, in hundred thirty one, seven hundred |
| | |
| | much one to right inclusive in Hock number eight hundred thirty one, lole - |

te and the second ATORY PLAT OF ADDITION TO TACOMA W.T. e of the accessed plat, entitled " Amende long to Jacoma, M. J. " The sound addition comprises of Township twenty north of Range three east of the lat thereof is drawn to a scale of two hundred I to take the price is and to correct clinical errors the Adding to Turowa, 1. A. which said plat mas re of mid Succe County on the fourteenth day of ity new, of this plat is at the northwest corner of such a stone monument is planted marked + land of said mitial point are also plauted at the northeast, some twis of streets or avenue with the centre line of by slove monumente reauted in the ground ate is indicated on this plat by small cuckes σ ment to monance is indicated preserve. U) I avenues are noted on this plat, The alleys are 1 clude all passage vays shown about feat consures, about all allerge extend from street in on to the margin of the plat between the block

member four to ten inclusive in sick number five hundred thirty to , lote number one to reven inclusive in block number right hundred thirty Of too are twenty five first in width by one the died twenty fiel in them. all lote in blocke minuber five hundred twenty nice, five hundred therety, in hundred deventy nice, in hundred willy, seven hundred thirty three, some hundred thirty three and lote number ge to neve inclusive in block number eight tunded thirty, lots minder four to seven inclusive in block number five hundred thirty this Lots number one to ser uclassive in block number eight hundred " inty three," lots number eight and none in book number thirty in hundred thirty ter, lote number four to severe inclusive in birck number thirty en hundred thirty three, lote number one to severe inclusive in black number thirty five tundred thirty two, lots number on to four inclusive in block, thirty pair hundred thirty three and lot number seven as block number four hundred trouty nuce a diventy five feet as wroth by one hundred thirty feet in depth. . Lote number tion to teacher inclusive in block number six hundred thirty four, late number to thirteen inclusive in brock number in hundred thirty five, lote number two to fourteen inclusive in stock number some hundred thirty four, lote number too to suffeen inclusive in black number seven hundred thirty five are each turing five best in width by one hundred forty feet in depsi. All other lote are of the de concusions indicated upon this plat by figures, which figures represent feet and fractions of feet. Knew all Men By These hesente that we, John a and Janny answerth, his wife, John S. Baker and Sama bar Barry his wife, do beerly declare that the annous find foregoing plat, whitled amendalowy flat of She Ausworth Addition I. Sacoma, 9. 9. is the true plat of said addition and that the foregoing rescription and a planation is a correct description and explanation of the same, We hereby yourt and donate to public use all streets, arennes and alleys . on upon the said plat. In Witness Whereof we have hereinto set our hands and seale this Iwenty Fifth day of June eighteen hundred right; nine. S. IJaker Healt Returned by OH. W. Sprague Lama a. Baker tint Dentory of Washington Downty of Treve This certifies that before me a duly qualified Notary Public in and for said County and Servicey personally appeared on the Growity fifted Tof June eighteen hundred eighty nine John S. Baker and Laura a. Baker, hie wife, to me personally known and known to me to be the provide described as will where names are signed to the foregoing plat and they severally acknowledged to me that they segued and executed the same, and I do justice certify that at the same tuning the staid John D. Baker acknowledged to me that for and on behalf of John C. any answorth and Jany answorth, his wife, he segned them mances to the foregoing flat and he actualed god to me that he signed the names of the said John C. Ausworth and Samin Annual for of attorney due to Thoughing hime for to do. In Witness Whereof I have hereinto set my hand and affired my official seal the day and year last atore costing that the above ainered story that of The announ addition to Sacoma " I : "it cannot and that The the description and explanation is indicated by small black cucles, Caled June 26 T 1889 The the original of Schuld Baker June 26' 1719 at 8 min part 2 Viler (1944)