

3518616

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WARRANTY DEED

THE GRANTOR, SOUTH SEATTLE LAND COMPANY, a Washington Corporation, for and in consideration of Ten and No/100ths (\$10.00) Dollars, in hand paid, conveys and warrants to HENRIETTA BADRAUN, as Administratrix of the Estate of ELSIE MAE FLEXING, Deceased, the following described real estate, situated in the County of King, State of Washington:

Beginning at a point on the west line of section 8, township 27 north, range 4 East, W.M. distant North 0°00'48" East, 1143.97 Feet from the West one-quarter corner of said Section 8, and running thence North 89°21'11" East, 45.00 feet to a point on the East margin of First Avenue South and the true point of beginning of this description; thence along the said East margin North 0°00'48" East, 50.00 feet; thence North 89°21'11" East, 250.11 feet; thence South 0°00'45" West, 50.00 feet; thence South 89°21'11" West, 250.11 feet to the true point of beginning.

Subject to any unpaid charges for installation of water service and for water, electric light, power or sewer service furnished to said premises by a city, town or district.

Subject to easement for electric transmission line over the streets of the unrecorded plat, as granted by South Seattle Land Company, a corporation, to Puget Sound Power & Light Company, a Massachusetts corporation, by instrument dated July 29, 1927, recorded November 29, 1927, in volume 1765 of deeds, page 257, under auditor's file No. 2975292, records of said county; together with the right to cut brush and trees on adjacent property which, in the opinion of the grantee, constitute a menace or danger to the line, and the right to enter adjacent property for the purpose of making repairs to the line.

This deed is given pursuant to and in fulfillment of a real estate contract by and between grantor, as vendor, ^{of} Elsie Flexing, vendee, dated on the 17th day of January, 1934, and the covenants or warranty contained in this deed are hereby expressly limited to and made as of the ~~the~~ 1st day of August, 1933, and there are excepted from the warranties hereof, any and all taxes and assessments becoming payable after the 1st day of August, 1933, and any and all liabilities, liens and incumbrances created, permitted or imposed by the grantee or his predecessors or successors in interest (other than grantor) in the premises hereby conveyed, or by any person claiming by, through or under said grantee or his predecessors or successors in interest (other than the grantor) therein.

This conveyance is made expressly subject to and under the following restrictions and conditions, to-wit: (a) The grantee, his heirs, personal representatives or assigns, will not erect or maintain, or permit to be erected or maintained, any dwelling of the value of less than Twenty five Hundred and No/100 Dollars (\$2500.00); nor shall any portion of such dwelling house be erected or maintained on any part of said premises within Twenty (20) feet of the line of any street, PROVIDED, the foregoing restrictions shall not apply if the type and exterior design and intended location of said dwelling has first been approved by South Seattle Land Company. (b) No part of said property shall ever be used or occupied by any person of the Ethiopian, Malay, or any Asiatic race, and the grantee, his heirs, personal representatives or assigns, shall never place any such person in the possession or occupancy of said property, or any part thereof, nor permit the said property, or any part thereof ever to be used or occupied by any such person, excepting only employes in the domestic service on the premises of persons qualified hereunder as occupants and users and residing on the premises.

Dated this 8th day of November, 1945.

SOUTH SEATTLE LAND COMPANY

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11/8/45

So. Seattle Land Co.

3518416

Boulevard Park / Southern Heights

N 120th St S + 20th AVE S

unincorporate King Co.

N 8th AVE S.