

AGREEMENT FOR SALE OF REAL ESTATE.

THIS AGREEMENT, made in duplicate, this \_\_\_\_\_ day of August, 1925, by and between Albert H. Symon and Olive B. Symon, his wife, both of the City of Monrovia, California, the parties of the first part and hereinafter designated as SELLERS, and \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_ the party of the second part and hereinafter designated as BUYER.

WITNESSETH: That said Sellers, for and in consideration of the covenants and agreements hereinafter contained and made by and on the part of said Buyers, agree to sell and convey unto said Buyer, and said Buyer agrees to buy all that certain real property, the plat of which is in process of preparation and not yet recorded, situate in the City of Monrovia, County of Los Angeles, State of California, described as follows:

All of lot 31 & 32 <sup>except the north 40.87 feet of each</sup> in Tract Number 7821 being a subdivision of Blocks B, C and D, of the Banana Addition to Monrovia Tract as per map recorded in Book 24, Page 82, miscellaneous Records of said County, for the sum of \$ 3250<sup>00</sup>/<sub>100</sub> lawful money of the United States and said Buyer, in consideration of the premises agrees to pay to said Sellers said sum of \$ 3250<sup>00</sup>/<sub>100</sub> as follows, to-wit: \$ 100<sup>00</sup>/<sub>100</sub> upon the execution of this agreement, the receipt whereof is hereby acknowledged and the further sum of \$ 3150<sup>00</sup>/<sub>100</sub> payable at the National Bank of Monrovia, Monrovia, California or such other place as may be designated by said Seller, on the 22 day of November, 1925 and the further sum of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of each and every calendar month thereafter until said purchase price shall be paid in full together with interest on all deferred payments from and after date hereof at the rate of seven (7%) per cent per annum, payable monthly, provided however, that there shall be deducted from all monthly payments made hereunder, interest as aforesaid and the balance shall be credited on principal.

Said Buyer hereby agrees to pay all taxes and assessments

Grading, paving of street and curb and gutter and sewer to be paid by seller



of whatever kind or character levied or assessed against the said property ~~but not including taxes of the fiscal year 1923-24~~, before the same become delinquent, and upon the failure to do so, said Sellers shall have the right to pay the same, with costs and legal interest thereon at the rate of seven per cent per annum from the date of payment until repaid, the amount whereof shall be added to the purchase price, and shall be immediately due and payable by said Buyer to said Sellers as an additional installment upon this Agreement.

This property is conveyed and this conveyance is accepted subject to the following conditions, reservations, restrictions and covenants which shall apply to and be binding upon the said Buyer, his heirs, executors, administrators, successors and assigns:

1. No building or structure other than a building to be used for residence purposes only, with one garage and the usual outbuildings, shall be erected on any Lot in said Tract, which residence building shall cost and be fairly worth not less than \$500.00.

2. No building or structure shall be placed, erected or maintained nearer to the front or side lines of the Lots in said Tract, than the distances indicated by the following setback lines, to-wit:

(a) 25 feet from the front line of all Lots and six (6) feet from the side lines.

3. No hospital or sanatorium, whether public or private, nor any institution commonly known as a "Convalescent Home" or "Rest Home", shall be maintained or conducted upon said premises or any part thereof, nor shall any domestic fowls or live stock of any kind, other than household pets, be kept or maintained upon said premises or any part thereof.

4. The front porch of any residence building erected in said Tract shall be deemed to be a part thereof in connection



with the application of the setback lines herein established.

5. Any residence building or other structure erected upon the premises herein agreed to be conveyed shall be placed thereon in such position that the front line thereof shall run parallel with Encinitas Ave ~~Place~~ and <sup>40</sup>~~35~~ feet back therefrom.

6. No garage or outbuilding shall be erected on any Lot in said Tract except at the time of or in connection with the erection of the main residence building thereon and no such garage or outbuilding shall be used at any time for residence purposes either temporarily or otherwise.

7. All garages and other outbuildings erected on any Lot in said Tract shall be built within a distance of not more than 35 feet in each case from the rear line of the Lot whereon same is erected.

8. No buildings of any kind shall be moved upon any of the Lots in said Tract, but all buildings must be erected on the premises from new material.

9. All residence buildings erected upon the Lots in said Tract shall be faced so that the length of said buildings from front to back shall extend with the Lot lengthwise, and no such building shall be permitted to face towards the side of any such Lot. *except on premises herein described which may face of Sedge Road*

10. No Lot in said Tract nor any part of such Lot shall ever at any time be sold, conveyed, leased or rented to any person than one of the White or Caucasian race.

11. No Lot in said Tract or any portion thereof shall ever at any time be used or occupied or be permitted to be used or occupied by any person other than one of the White or Caucasian race.

PROVIDED that each and all of the conditions contained in Paragraphs 1, 2, 4, 5, 6, 7, 8 and 9 inclusive, shall absolutely terminate after January 1, 1945 and the conditions in Paragraphs



3, 10, and 11, shall be perpetual.

The breach of any of the foregoing conditions and covenants shall cause said premises, together with the appurtenances thereto belonging, to be forfeited to and revert to the Grantors, their heirs, executors, administrators, successors and assigns, each of whom shall have the right to immediate entry upon said premises in the event of such a breach. But the breach of any of the foregoing conditions or covenants or any re-entry by reason of such breach shall not defeat nor affect the lien of any Mortgage or Deed of Trust made in good faith for value, upon said land, provided however, that the breach of said conditions may be enjoined, abated, or remedied by appropriate proceedings, notwithstanding the lien or existence of such Trust Deed or Mortgage, but nevertheless, each and all of the foregoing conditions and covenants shall remain at all times in full force and effect as against and shall be binding upon, and shall be part of the estate acquired by any one, and the successors and assigns of any one acquiring title under or through any such Deed of Trust or Mortgage and a forfeiture and re-entry may be enforced following any breach by them or any of them.

As to the owners and their successors in interest of any Lot or Lots in said Tract No. 7821, all and singular, the said conditions and obligations are and shall be and are hereby made covenants running with the land for the benefit of each and all of such owners and their respective successors in interest and breach of any of said conditions or obligations may be enjoined, abated, or remedied by appropriate proceedings maintained by any or either of such owners or their successors in interest.

It is further mutually understood and agreed that all conveyances hereinafter executed to convey or encumber the title to said premises shall contain the above named restrictions and reservations.



It is further mutually understood that time is the essence of this Agreement and should the Buyer fail to comply with any of the terms and conditions hereof, then said Sellers shall be released from all obligations, in law or equity, to convey said property and shall be entitled to the immediate possession thereof, and said Buyer shall forfeit all right to any and all moneys paid under this Agreement and said Sellers, on receiving the full payment at the times and in the manner hereinabove specified, agree to deliver to said Buyer a Certificate of Title issued by a Title Company of the City of Los Angeles, in good standing, showing said property to be vested in said Sellers, free and clear of all encumbrances, except those hereinabove specified, and such encumbrances as may be done or suffered to be done thereon by said Buyer and to execute and deliver to said Buyer a good and sufficient Deed of Grant therefor.

All covenants and agreements herein contained shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS our hands the day and year first hereinabove written.

Albert P. Seymour

Olive B. Seymour

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July 1, 1927 \$441.00 Interest paid to Aug 22-1927  
Albert P. Seymour