

AGREEMENT FOR THE SALE OF REAL ESTATE

AN AGREEMENT made and entered into this 30th day of April, 1929, by and between

ED. FLETCHER,

of San Diego, California, hereinafter called the Seller, and

TONY SOLIS,

of EL CAJON, CALIFORNIA hereinafter called the Buyer, for the purchase and sale of real estate,

WITNESSETH: That the Seller, in consideration of the covenants and agreements on the part of the Buyer hereinafter contained, agrees to sell and convey unto the Buyer, and said Buyer agrees to purchase from the Seller, that certain real property situate in the County of San Diego, State of California, more particularly described as follows, to-wit:

Lot No. 49 El Cajon Acres.
Map 1621

No 2583

San Diego, California,

April 30, 1929

Received from Tony Solis
Can Mrs. A. I. Garcia
Address El Cajon Calif 10 Boy 113
the sum of Thirty Dollars (\$ 30.00)
as a deposit and part payment on the purchase of Lot No. 49 Block No. El Cajon Acres
Map No. 1621 (Unit No.), State of California,
for the purchase price of Four hundred Dollars (\$ 400.00)
on which sum the above deposit shall, subject to the terms hereof, apply, the balance to be paid as follows:
10 - Sixth of May then
\$10 per month thereafter
or more per month from date, interest included in payment.

Interest at the rate of seven per cent (7%) per annum on deferred payments.
The payments made on this option shall be forfeited to the sellers if buyer fails to complete purchase. The sellers reserve the right to return deposits if this sale is not accepted.
This option is given subject to single residential building restriction and Caucasian race restriction applicable to all residential lots in said tract.
The recording of this option shall render same null and void.

Approved: J.R. Martin Seller.
J.R. Martin Sales Agent.
Tony Solis Buyers.

All subject to the reservations, covenants, conditions and provisions hereinafter provided, and also all subject to easements and rights of way of record and to all taxes, assessments and other legal charges for the current fiscal year and thereafter to be levied, assessed or made by the State, County and/or by any District, Municipality or other legally constituted public organizations; for the sum of

FOUR HUNDRED AND NO/100 Dollars

(\$ 400.00) to be paid as follows:
April 30, \$30.00
May 6, 1929-\$10.00 Then \$10.00 a month thereafter.

All deferred payments to bear interest at seven (7) per cent. per annum payable quarterly from date hereof until the full sum of Four Hundred and no/100 has been paid.

That the Buyer shall have the right to possess and use said land while this agreement is in effect, subject to the reservations, restrictions, covenants and conditions subsequent hereinafter stated.

The Buyer agrees to pay at least ten (10) days before the same become delinquent, all liens, assessments, charges and taxes of every kind and nature hereafter levied, assessed or accrued against said property, including taxes for the fiscal year 19.....-19..... and failing in this, the Seller shall have the right to pay the same, and the amount thereof, together with interest thereon at the rate of ten per cent. (10%) per annum from the date of payment, shall be repaid by said Buyer to said Seller on demand.

It is further understood and agreed that the Buyer will not assign this contract in whole or in part or any interest therein or right hereunder or in said land without first having obtained the written consent thereto of the Seller endorsed hereon, and any such assignment without such assent shall operate to terminate this agreement if the Seller shall so elect.

The Buyer further agrees that he will protect the seller from liens upon said property due to the acts of the Buyer; and will post and keep posted upon said land such notice or notices as the Seller may furnish to protect it from liens on said land on account of such improvements.

It is further agreed that all of the obligations of the Seller hereunder both in law and in equity, shall be fully discharged and satisfied by the execution and delivery of a deed from it to the Buyer which conveys to the Buyer the land above described free and clear of encumbrances made or suffered by the Seller, subject to the reservations, covenants, restrictions and conditions subsequent following:

(1) That said premises shall be used for ranch, farm or residence purposes only;

(2) That no building other than a dwelling house, private stable and necessary garage and outbuildings shall be erected, placed, constructed and/or maintained, or permitted to be erected, placed, constructed and/or maintained on any part of the land herein conveyed; said residence, exclusive of such outbuildings, shall cost and be worth not less than \$2500.00 for a three room house and \$500 for each additional room, and any building shall have an exterior design approved by the Seller before same shall be constructed or placed or permitted to be constructed or placed on any of the land above described.

(3) That all houses, and/or outbuildings shall be set back 20 feet from the front property line;

(4) That only one such residence, together with the outbuildings above mentioned, shall be permitted upon said land at any time unless the grantor, its successors or assigns, consents thereto in writing.

(5) That a septic tank for sewerage purposes shall be installed of a standard satisfactory to the State Board of Health before any improvements are made on said premises.

(6) That neither the said lands nor any part thereof shall be conveyed, transferred, demised to or held, occupied or owned by or resided on by any person not of the white or Caucasian race; but persons of any race may be on said land as employees or servants of the owner.

(7) That the Grantor further reserves a right of way across said premises for the installation and maintenance of sewer, water and gas mains, poles and wires for the conveyance of electricity, with the right of ingress and egress for the maintenance and operation thereof, which said reservation shall inure to the benefit of the Grantors and any public utility corporation, whether private or municipal.

The conditions subsequent above set forth, with the exception of the condition subsequent set forth in Clause Six above, shall in all respects terminate and end and be of no further effect on and after January 1st, 1948.

It is further understood that this land is within the boundaries of the..... Irrigation District, and that the certificate of title will so show.

Time is the essence of this agreement, and it is understood and agreed by and between the parties hereto, that upon any default or neglect on the part of the Buyer to make the above mentioned payments or perform any of the covenants, terms or conditions of this agreement, after notice of fifteen days from time of mailing said notice to Buyer's address written hereon, this agreement shall not be further binding upon the Seller and any and all sums paid by the Buyer on this agreement shall become forfeited to the

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**Lot No. 49 El Cajon Acres.
Map 1621**

All subject to the reservations, covenants, conditions and provisions hereinafter provided, and also all subject to easements and rights of way of record and to all taxes, assessments and other legal charges for the current fiscal year and thereafter to be levied, assessed or made by the State, County and/or by any District, Municipality or other legally constituted public organizations; for the sum of.....

FOUR HUNDRED AND NO/100-----

.....Dollars

(\$400.00) to be paid as follows:

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May 6, 1929-----\$10.00 Then \$10.00 a month thereafter.

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The Buyer agrees to pay at least ten (10) days before the same become delinquent, all liens, assessments, charges and taxes of every kind and nature hereafter levied, assessed or accrued against said property, including taxes for the fiscal year 19.....-19..... and failing in this, the Seller shall have the right to pay the same, and the amount thereof, together with interest thereon at the rate of ten per cent. (10%) per annum from the date of payment, shall be repaid by said Buyer to said Seller on demand.

It is further understood and agreed that the Buyer will not assign this contract in whole or in part or any interest therein or right hereunder or in said land without first having obtained the written consent thereto of the Seller endorsed hereon, and any such assignment without such assent shall operate to terminate this agreement if the Seller shall so elect.

The Buyer further agrees that he will protect the seller from liens upon said property due to the acts of the Buyer; and will post and keep posted upon said land such notice or notices as the Seller may furnish to protect it from liens on said land on account of such improvements.

It is further agreed that all of the obligations of the Seller hereunder both in law and in equity, shall be fully discharged and satisfied by the execution and delivery of a deed from it to the Buyer which conveys to the Buyer the land above described free and clear of encumbrances made or suffered by the Seller, subject to the reservations, covenants, restrictions and conditions subsequent following:

(1) That said premises shall be used for ranch, farm or residence purposes only;

(2) That no building other than a dwelling house, private stable and necessary garage and out-buildings shall be erected, placed, constructed and/or maintained, or permitted to be erected, placed, constructed and/or maintained on any part of the land herein conveyed; said residence, exclusive of

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(3) That all houses, and/or outbuildings shall be set back.....**20**.....feet from the front property line;

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(5) That a septic tank for sewerage purposes shall be installed of a standard satisfactory to the State Board of Health before any improvements are made on said premises.

(6) That neither the said lands nor any part thereof shall be conveyed, transferred, demised to or held, occupied or owned by or resided on by any person not of the white or Caucasian race; but persons of any race may be on said land as employees or servants of the owner.

(7) That the Grantor further reserves a right of way across said premises for the installation and maintenance of sewer, water and gas mains, poles and wires for the conveyance of electricity, with the right of ingress and egress for the maintenance and operation thereof, which said reservation shall inure to the benefit of the Grantors and any public utility corporation, whether private or municipal.

The conditions subsequent above set forth, with the exception of the condition subsequent set forth in Clause Six above, shall in all respects terminate and end and be of no further effect on and after January 1st, 1948.

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Irrigation District, and that the certificate of title will so show.

Time is the essence of this agreement, and it is understood and agreed by and between the parties hereto, that upon any default or neglect on the part of the Buyer to make the above mentioned payments or perform any of the covenants, terms or conditions of this agreement, after notice of fifteen days from time of mailing said notice to Buyer's address written hereon, this agreement shall not be further binding upon the Seller and any and all sums paid by the Buyer on this agreement shall become forfeited to the

Seller as rentals and liquidated damages for the non-fulfillment of this agreement and not as a penalty. Said Buyer shall forfeit all his rights, title and interest to the above mentioned premises by such default and neglect to perform the covenants and conditions hereof.

When the Buyer shall have made all of the payments herein provided for, including taxes, assessments and other charges as aforesaid, within the time and in the manner aforesaid, and shall have surrendered this agreement, the Seller shall and does hereby agree to convey said real estate, or cause same to be conveyed, by a good and sufficient deed to the Buyer free of encumbrances as of this date, except such as are provided for herein and subject to all reservations, conditions and restrictions herein contained, and further agrees to furnish a certificate of title showing his title to said real estate to be free of any encumbrances, except as herein contained and subject to all clouds, liens and incumbrances made or suffered by the Buyer; PROVIDED, HOWEVER, that the right is hereby reserved by the Seller, to be exercised at his option, at any time during the life of this agreement, to deliver to the Buyer such deed conveying said property as aforesaid, and concurrently with the execution and delivery by the Seller of such deed the Buyer agrees to execute and deliver to the Seller promissory notes for the balance of the purchase price then remaining unpaid, payable to the Seller in the amounts, and due at the times and bearing the interest above specified, and at the same time for the purpose of securing the payment of said promissory notes, to execute and deliver to the Seller a deed of trust on said real estate which shall be a first lien thereon, said notes and deed of trust to be in the usual form of the Fidelity Mutual Corporation of San Diego.

The Buyer agrees not to record this agreement or any copy thereof or reference thereto, and any recording thereof shall entitle the Seller, at his option, to enforce a forfeiture of the Buyer's rights hereunder.

This agreement shall inure to the benefit of and be binding upon the heirs and assigns of the Seller, and the heirs, executors and administrators of the Buyer and assigns of the Buyer who become such with the consent of the Seller.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

.....
Seller.

Tony Lolis.
.....

.....
Buyer.

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IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

.....
Seller.

A Tony Solis
.....

.....
Buyer.

June Seventh,
1929

Mr. Tony Solis,
Box 113,
El Cajon, Calif.

Dear Sir:

We have your letter of June sixth to Colonel Fletcher and would say that he is out of town until the 24th of June at which time your letter will be brought to his attention and you no doubt will hear from him.

Yours truly,

ED FLETCHER COMPANY

AK

Tony Solis
Box 113
El Cajon, Calif
Lot 49 Block -
El Cajon. 340 down.

Waybright J.S.
218 Commonwealth
775537
Let Mr. Waybright know
about this

El Cajon Calif.
June 6. 1929

Mr Ed. Fletcher,
1024. - 9th St.

San Diego Calif.

Dear Sir. Last month I talked with one of your real estate agents and deposited ~~\$400.00~~ forty dollars on a lot out here in El Cajon on Johnson st. The man was J. P. Martin and as I have not got any contract I should like to know what the assessments on the lots are I have been told that the assessments are twelve hundred dollars so if you will kindly let me know if it is such amount I do not think I will buy which I can not believe it is so much but as you are owner of some lots out here in El Cajon and the lot which I am interested in is one of yours I am

By

sure you will tell me
how much assessments there
are on each lot and also
how long & how wide are the
lots please. let me know
by the end of this week or
first of next week am sending
stamped envelope for reply.
respectfully

Tony Solis
Box 113.
El Cajon Calif.

CUYAMACA
SOLANA BEACH
FLETCHER HILLS
PINE HILLS
GROSSMONT
AVOCADO ACRES

ED FLETCHER CO.
1020 NINTH STREET
SAN DIEGO, CALIF.

June 22, 1929.

Mr. Tony Solis,
c/o Mrs. A. I. Garcia,
Box 113,
El Cajon, California.

Dear Sir:

Answering yours of recent date,
I have been informed today that a man named Martin whom
I have never seen sold you a lot. Mr. Martin sold this lot
without any authority whatsoever.

Dr. Shideler, his associate, as
far as we know, has left town, but the \$40.00 that has
been paid, if you will send in your receipt showing me that
you paid this amount, I will personally refund you the
money on the condition that you leave and give peaceful
possession of the property immediately.

Mr. Martin had no authority what-
ever to sign any contracts or agreements or accept any
money from you in relation to the sale of this property.

Please let me hear from you by return
mail, or better still come to the office and bring in your
receipt showing that you have paid this \$40.00 and altho
there is no obligation on my part to do it, I will refund you
the money on the conditions above specified.

Yours very truly,

E. Shideler

J. S. Waybright
718 Cornwell Bldg.
City Phone Main 5537

7/1/29
Received \$40.00
as per above in
full settlement.
EF:KLM
Tony Solis

*Dr. Martin paid \$40.
divided it with a man
by name of Barry.
Dr. Shideler admitted he
had received the money.*

*Full
paid*

24 THURSDAY
*Rec'd bal of \$40.
per down payment
on lot 49
7/1/29*

No 2583 San Diego, California, *Upon*, 19

Received from *Tony Solis*
Address *718 Cornwell Bldg*
the sum of *40.00* Dollars (\$ *40.00*)
as a deposit and part payment on the purchase of Lot No. *48*, Block No. *11*
Map No. *1621* (Unit No. *1*), State of California,
for the purchase price of *Four hundred* Dollars (\$ *400*)
on which sum the above deposit shall, subject to the terms hereof, apply, the balance to be paid as
follows: *\$90 - with 24 months then
\$10 per month thereafter*
or more per month from date, interest included in payment.

Interest at the rate of seven per cent (7%) per annum on deferred payments.
The payments made on this option shall be forfeited to the sellers if buyer fails to complete purchase. The sellers reserve the right to return deposits if this sale is not accepted.
This option is given subject to \$1000 single residential building restriction and Caucasian race restriction applicable to all residential lots in said tract.
The recording of this option shall render same null and void.

Approved: *J. R. Martin* Seller.
Tony Solis Buyers.
J. S. Waybright Sales Agent.

J. R. Martin
1034 - 8th
San Diego
70

WEDNESDAY
28

San Diego, California

1928

Received from

Address
the sum of
the receipt and part payment on the purchase of the
San Diego, California
Dollars (\$)
Dollars (¢)

the sum of which shall be paid in full at the time of the closing of this option shall render same null and void.
The sum of \$4000 single residential building contract and Commission two
The sum of \$4000 single residential building contract and Commission two
The sum of \$4000 single residential building contract and Commission two
The sum of \$4000 single residential building contract and Commission two
The sum of \$4000 single residential building contract and Commission two

Buyer
John A. ...
Seller
John A. ...

Ed Fletcher Papers

1870-1955

MSS.81

Box: 26 Folder: 8

General Correspondence - Solis, Tony



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