

WASHINGTON
TITLE INSURANCE
COMPANY

4293961-47

3145 Rev 1952

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 5th day of May, 1952
between A. BENYON and L. BENYON, his wife,

hereinafter called the "seller," and CHARLES S. BURDELL and LOIS H. BURDELL,
his wife,
hereinafter called the "purchaser."

WITNESSETH That the seller agrees to sell to the purchaser, and the purchaser agrees to purchase, the following described real estate, with the improvements thereon, in the County of King
State of Washington, to wit:

PAGE ONE

A portion of unrecorded Hibbs Addition to East Seattle, according to plat chapter recorded in volume 3 of plats, page 58, records of said county, described as follows:
Beginning at the corner passed corner on the east boundary of section 13, running
28 north, range 4 east, W.M., and running thence north 59°34'07" west along the north
boundary line of Merriman's Addition, according to plat thereof recorded in volume 24
of plats, page 37, records of said county, a distance of 104.00 feet; thence north
59°34'07" west parallel to the east boundary line of the north half of said section,
until it meets a point on the northerly line of "E" Street Southeast (formerly known
as "F" Street); thence along said northerly line, north 57°17'22" west 452.67 feet to
the true point of beginning; thence north 15°34'07" east 50.44 feet; thence north
59°34'07" west 49.39 feet; thence north 57°17'22" west 47.00 feet; thence north
52°13'42" west 113.00 feet to the United States Government boundary line of Lake
Washington; thence south 15°34'07" east along said boundary line to a point on the
northerly line of said "E" Street Southeast; thence easterly along said northerly
line to the true point of beginning;

TOGETHER WITH all other lands in the several plots, increments, or subdivisions therein;
AND SUBJECT TO the right of way and potential oil and gas leases, if any, over said premises, if
any, and other property for 7.5% less than fully described in instrument dated
May 16, 1951, recorded February 29, 1951 in volume 316 of deeds, page 611, under
auditor's file no. 4414476, records of said county;
AND ALSO SUBJECT TO such exceptions and reservations contained in certain lots in the plan
of Hamblin's Addition which title to certain lots above lands to which, recorded
under auditor's file no. 706110, records of said county.

PAGE TWO

Beginning at the one-fourth section corner on the east boundary of section 13, running
28 north, range 4 east, W.M., and running thence north 59°34'07" west, along the north
boundary line of Merriman's Addition as per plat thereof recorded in volume 24
of plats, page 37, records of King County, Washington, a distance of 104.00 feet; thence north
59°34'07" west, parallel to the east boundary line of the north half of said section,
104.41 feet to a point on the northerly line of "E" Street Southeast (formerly known as "F"
Street); thence, along said northerly line, north 57°17'22" west 112.00 feet to the true
point of beginning; thence continuing along said northerly line, north 57°17'22" west
104.41 feet to the United States Government boundary line of Lake Washington; thence
less 10 feet north of, measured at right angles thereto, and parallel to said 104.41 feet, to the
line of "E" Street Southeast; thence south 57°17'22" east, along said parallel line,
104.41 feet; thence north 15°34'07" west 31.73 feet to the true point of beginning,
together with all other lands in the several plots in said tract or subdivision.

PAGE THREE

Beginning at the one-fourth section corner on the east boundary line of section 13,
running 28 north, range 4 east, W.M., and running thence north 59°34'07" west, along
the north boundary line of Merriman's Addition as per plat thereof recorded in volume 24
of plats, page 37, records of King County, Washington, a distance of 104.00 feet;
thence north 59°34'07" west, parallel to the east boundary line of the north half
of said section, 104.41 feet to a point on the northerly line of "E" Street Southeast
(formerly known as "F" Street); thence, along said northerly line, north 57°17'22" west
104.41 feet to the United States Government boundary line of Lake Washington; thence
less 10 feet north of, along said parallel line, 104.41 feet to the true point of beginning.

~~ABD~~ SUBJECT TO the right of way and permanent easement over main premises and other property for a pipe line here fully described in instrument dated May 16, 1951, recorded February 20, 1952 in volume 1120 of deeds, page 438, under auditor's file No. 4214476, records of said county.

AND ALSO SUBJECT TO such exceptions and reservations contained in deed from the state of Washington under which title to second class shore lands is claimed, recorded under auditor's file No. 705110, records of said county.

AND IT IS AGREED that the sellers will be given a right of way for personal uses (limited to one car) across the property for a period not to exceed six (6) months from date of this contract.

The sum and conditions of this contract are as follows: The purchase price is
Thirty Thousand and no/100-- \$30,000.00, 10% of which

--Eight thousand and no/100--- \$ 8000.00 1/2 Dollars
has been paid, the receipt where I am nearly a month ago, and the balance on said per^t to be paid shall be paid as follows:

in annual payments not to exceed eight thousand (\$8000.00) dollars per year nor less than twenty-five hundred (\$2500.00) dollars per year, said "year" to be between January 1 and December 31 in each instance, and the exact date and amount of each payment to be fixed and determined by the purchaser within the requirements herein set forth; such payments to include interest on unpaid balances at the rate of five percent per annum (5%), with payments applying first on interest and the remainder of principal; AND IT IS FURTHER UNDERSTOOD AND AGREED that the purchaser will refinance the purchase of the herein described property at the discretion of the seller, starting after January 1, 1954.

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It is understood and agreed that this contract and deed executed in conformity therewith shall be deposited by the seller for collection with the Canadian Bank of Commerce, 111½ Building, Seattle, Washington, and that the payment herein referred to shall be paid to "Canadian Bank of Commerce for the account of A. Payne."

The seller agrees to make and execute a good and sufficient warranty deed of the premises herein described as Parcel "A" and a quit claim deed to the premises herein described as Parcels "B" and "C", and upon full payment of said purchase price agrees to deliver said deeds to the purchaser.

The seller covenants and represents that they have been in open, notorious and visible possession under claim of right and adverse to all others since and before 1920 of all of the parcels of land herein described, except such portions of Parcels "B" and "C" which are within the boundaries of the existing street known as E Street Southeast, and the seller further covenants and represents that the said road known as E Street Southeast is the only street ever opened or used along or through said Parcels "B" and "C" and has never been extended beyond its present location.

The purchaser is entitled to the possession of the property April 26, 1952

The purchaser agrees to pay before delivery of title taxes and assessments that may accrue on grants and transfers to him.

The purchaser promises to indemnify the seller from all consequences of any damage to the property to be caused thereby, and to the value of the property to be paid therefor for the benefit of the seller.

The purchaser agrees until full payment of the total purchase price to keep and hold the land described herein assigned to the factor at its value, after payment of taxes, assessments, and all other expenses of the seller and for the severance cost, a quiet undisturbed possession of the property described in this contract, subject to the seller.

In case the purchaser fails to make a payment of any part of the purchase price to the seller, the seller may make such payment in the name of the purchaser to the factor, and the amount so paid shall remain and stand as the base for the payment of taxes, assessments, and other expenses of the seller, and the seller shall not be liable for any other expense of the seller.

The purchaser agrees that in case he fails to make a payment of any part of the purchase price to the seller, the seller may make such payment in the name of the purchaser to the factor, and the amount so paid shall be deducted in computing the amount of taxes, assessments, and other expenses of the seller, and the seller shall not be liable for any other expense of the seller.

The seller has prepared 47 copies, within ten days from date hereof, to produce from Washington Life Insurance Company a purchaser's policy of life insurance, insuring the purchaser to the full amount of the said purchase price, subject to loss or damage by reason of defect in the title of the seller to the said described premises, or by reason of prior liens not assumed by the purchaser under this agreement.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments thereafter made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to wit:

~~Ferguson, Burdell and Armstrong, Northern Life Tower, Seattle, Wash.~~

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action on actions, on any intermediate overdue installment, or on any payment or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items previously paid by the purchaser, are independent of the covenant to make a final payment, and that is an action arising on account of the non-payment of money due, as if the promise to pay had been expressed in a different instrument, and this action, a suit shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF the parties hereto have executed this instrument to declare the day and year herein written:

SALT. 1A + 1E
BY A. E.

What's the reason?

— ५०८ —

~~Ward~~ *Ward*

Mr. J. Muller

STATE OF WASHINGTON

County of KING

On this day personally appeared before me A. Peignon and L. Gényon

to the sum of \$100.00 the individual is described to and who executed the written and oral contract
that they have signed the same as their free and sole property and no one
purports to be mentioned.

277 Received my hand and official seal this 5th

April 1982

Singer L. X

Real Estate Contract	RECORDED	
	VOL	DA
	PAGE	REQUEST OF
FROM		
TO		
1952 MAY 5 PM 15 58		
ROBERT A MORRIS AUDITOR		
KING COUNTY WASH		
DEPUTY		

FILLED for Record at Request of

John H. Nelson, Realtor
1124 First Street
Seattle, Washington
WASHINGTON TITLE INSURANCE
COMPANY
Seattle Washington, 1915

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