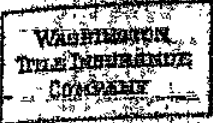


4233961

Vol 3145 Page 491



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. BURNELL and LOIS H. BURNELL, his wife,

hereinafter called the "purchaser,"

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

PARCEL #2

A portion of certain lands in addition to East Seattle, according to plat thereof recorded in volume 5 of plats, page 38, records of said county, described as follows: Beginning at the quarter section corner on the east boundary of section 13, township 24 north, range 4 east, W.M., and running thence north 89° 54' 07" west along the north boundary line of Morrison Addition, according to plat thereof recorded in volume 24 of plats, page 37, records of said county, a distance of 1200.00 feet; thence north 0° 09' 54" east parallel to the east boundary line of the north half of said section, 120.41 feet to a point on the northerly line of "A" Street Southeast (formerly known as "A" Street); thence along said northerly line, north 87° 17' 25" west 432.00 feet to the true point of beginning; thence north 13° 12' 00" east 32.74 feet; thence north 15° 36' 47" west 69.39 feet; thence north 82° 36' 18" west 47.00 feet; thence south 28° 11' 40" east 131.00 feet to the United States Government boundary line of Lake Washington; thence south 15° 24' 00" east along said boundary line to a point on the northerly line of said "A" Street Southeast; thence easterly along said northerly line to the true point of beginning;

TO HAVE AND TO HOLD all above lands to the purchaser, his heirs and assigns forever, together with the right of way and easement thereto, if any, over and upon said parcels, if any, and other property for a pipe line more fully described in instrument dated May 16, 1951, recorded February 29, 1952 in volume 3145 of plats, page 491, under auditor's file No. 4233961, records of said county; AND ALSO SUBJECT TO such easements and servitudes contained in the plat of Washington water which title to certain above lands is shown, recorded under auditor's file No. 706110, records of said county.

PARCEL #3

Beginning at the east-fourth section corner on the east boundary of section 13, township 24 north, range 4 east, W.M., and running thence north 87° 17' 25" west, along the north boundary line of Morrison Addition as per plat thereof recorded in volume 24 of plats, page 37, records of King County, Washington, a distance of 1200.00 feet; thence north 0° 09' 54" west, parallel to the east boundary line of the north half of said section, 120.41 feet to a point on the northerly line of "A" Street Southeast (formerly known as "A" Street); thence along said northerly line, north 87° 17' 25" west 432.00 feet to the true point of beginning; thence continuing along said northerly line, north 87° 17' 25" west 102.74 feet to the United States Government boundary line of Lake Washington; thence north 15° 36' 47" west 69.39 feet to an intersection with a line 30 feet wide of, measured at right angles thereto, and parallel to the northerly line of "A" Street Southeast; thence south 87° 17' 25" east, along said parallel line, 102.74 feet; thence north 15° 24' 00" east 51.00 feet to the true point of beginning; thence along said boundary line of the parcel above described as follows: Beginning at the east-fourth section corner on the east boundary line of section 13, township 24 north, range 4 east, W.M., and running thence north 87° 17' 25" west, along the north boundary line of Morrison Addition as per plat thereof recorded in volume 24 of plats, page 37, records of King County, Washington, a distance of 1200.00 feet; thence north 0° 09' 54" west, parallel to the east boundary line of the north half of said section, 120.41 feet to a point on the northerly line of "A" Street Southeast (formerly known as "A" Street); thence along said northerly line, north 87° 17' 25" west 432.00 feet to the true point of beginning; thence continuing along said northerly line, north 87° 17' 25" west 102.74 feet to the United States Government boundary line of Lake Washington; thence north 15° 36' 47" west 69.39 feet to an intersection with a line 30 feet wide of, measured at right angles thereto, and parallel to the northerly line of "A" Street Southeast; thence south 87° 17' 25" east, along said parallel line, 102.74 feet; thence north 15° 24' 00" east 51.00 feet to the true point of beginning; thence along said boundary line of the parcel above described as follows:

PARCEL #4

Beginning at the east-fourth section corner on the east boundary line of section 13, township 24 north, range 4 east, W.M., and running thence north 87° 17' 25" west, along the north boundary line of Morrison Addition as per plat thereof recorded in volume 24 of plats, page 37, records of King County, Washington, a distance of 1200.00 feet; thence north 0° 09' 54" west, parallel to the east boundary line of the north half of said section, 120.41 feet to a point on the northerly line of "A" Street Southeast (formerly known as "A" Street); thence along said northerly line, north 87° 17' 25" west 432.00 feet to the true point of beginning; thence continuing along said northerly line, north 87° 17' 25" west 102.74 feet to the United States Government boundary line of Lake Washington; thence north 15° 36' 47" west 69.39 feet to an intersection with a line 30 feet wide of, measured at right angles thereto, and parallel to the northerly line of "A" Street Southeast; thence south 87° 17' 25" east, along said parallel line, 102.74 feet; thence north 15° 24' 00" east 51.00 feet to the true point of beginning; thence along said boundary line of the parcel above described as follows:

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It is understood and agreed that this Contract and deed executed in conformity herewith shall be deposited by the seller for collection with the Canadian Bank of Commerce, 1111 Building, Seattle, Washington, and that the payments herein referred to shall be paid to "Canadian Bank of Commerce for the account of A. Euzen."

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 exclusive possession under claim of right and adverse to all others since and before 1928, and all of the parcels of land herein described, except such portions of Parcels "B" and "C" as are within the boundaries of the existing street known as K Street Northwest, and the seller further covenants and represents that the said road known as K Street Northwest 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.

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The purchase is void if the purchase price is not paid by April 26, 1952

The purchaser agrees to pay before delivery of title and acceptance that may be lawfully given and

the purchaser warrants and represents that he is not a minor, is of legal age, is sane, is not married, is not a bankrupt, is not a convict, is not a lunatic, is not a person who is otherwise disqualified by law from acquiring or holding title to real estate, and that he is not under any legal disability.

The purchaser agrees that full payment of the purchase price to the seller shall constitute full payment of the purchase price and that the seller shall not be liable for any interest on the purchase price until the purchase price is paid in full to the seller and for the amount of the purchase price until the purchase price is paid in full to the seller.

In case the purchaser fails to make a payment as herein provided by the purchaser to the seller in a timely manner, the seller shall have the right to terminate this contract and to resell the premises herein described and to retain the purchase price already paid by the purchaser and to sue the purchaser for the balance of the purchase price and for the amount of the purchase price until the purchase price is paid in full to the seller.

The purchaser agrees that until the purchase price is paid in full to the seller, the seller shall be entitled to possession of the premises herein described and to use the premises herein described for any purpose whatsoever and to lease the premises herein described to any person and to make any improvements on the premises herein described and to make any changes in the premises herein described and to make any other acts which may be necessary or proper in connection with the sale of the premises herein described and to make any other acts which may be necessary or proper in connection with the sale of the premises herein described.

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The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price...

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...

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 any payment or payments made by the seller and repayable by the purchaser...

IN WITNESS WHEREOF the parties herein have executed this instrument in duplicate the day and year first herein written

SALES TAX PAID

A. Penyon

Handwritten signatures: A. Penyon, Charles S. Burdell, and another name.

STATE OF WASHINGTON

County of KING

to this day personally appeared before me A. Penyon and L. Penyon

to the effect that the individual(s) described to and who executed the within and foregoing instrument(s) are the same as their true and lawful owners...

My hand and official seal this 5th day of May, 1952

Notary Public in and for the State of Washington

residing at Mercer Island

Form L-1

4233361

Real Estate Contract

FROM

TO

RECORDED VOL PAGE 1952 MAY 5 PM 3 58 ROBERT A. MORRIS AUDITOR KING COUNTY WASH DEPUTY

FILED for Record at Request of

Handwritten signatures and names: H. Nelson, Real Est, and others.

WASHINGTON TITLE INSURANCE COMPANY SEATTLE WASHINGTON, 1952

Handwritten initials and numbers: 300, 114