

WASHINGTON
TITLE INSURANCE
COMPANY



Special Warranty Deed

(CORPORATE FORM)

THE GRANTOR BURWELL & MORFORD, a Washington corporation

for and in consideration of TEN and no/100 Dollars
(\$ 10.00), in hand paid, grants, bargains, sells, conveys, and confirm to
JOSEPH L. BENNETT and ELIZABETH J. BENNETT

the following described real estate, situated in the County of K I N G State of
Washington: All that portion of the Southwest Quarter of the Southeast Quarter and of
Government Lot Three (3), Section Eighteen (18), Township Twenty-four (24) North, Range Five
(5) East, W. M., lying East of Mercer Island Boulevard and between lines parallel with
and distant 133.1 feet and 183.1 feet, respectively, South of the North line of said
Government Subdivision; (Being known as Tract Seven (7), Sandy Beach Tracts, ac-
cording to the unrecorded plat thereof); TOGETHER with shore lands of the second class in
front thereof lying between said parallel lines produced.

This deed is given in completion of contract of sale and purchase between the
parties hereto dated May 11, 1937, and all warranties are as of that date, subject to
the following restrictions.

The seller hereby grants to the purchaser, his heirs and assigns, an easement for
ingress and egress to and from the tract hereby conveyed over, upon and across all
existing roads on the south 100 feet of the portion of the northwest quarter of southeast
quarter and the north 500 feet of the portion of the southwest quarter of the southeast
quarter of said section 18 lying easterly of Mercer Island Boulevard. The seller hereby
reserves for itself, its successors and assigns, and for any owner of any portion of the
south 100 feet of government lot 2 and the north 500 feet of government lot 3 of said section
18, a similar easement over all said existing roads over, upon and across said portions
of said northwest quarter of southeast quarter and said southwest quarter of southeast
quarter.

The above described property is subject to the following restrictions:

That said premises shall be used for residential purposes only and no commercial
enterprises of any type or kind shall be maintained thereon. Also, that neither said
premises, nor any interest therein shall at any time be leased, sold, devised, or conveyed to,
or inherited by or otherwise acquired by, become the property of, used or occupied
by any person other than one of the White or Caucasian Race, provided however, that
persons not of the White or Caucasian Race may be kept thereon by such Caucasian occupancy
strictly in the capacity of servants of such occupants.

The breach of any of the foregoing conditions shall cause said premises, together
with the appurtenances thereto belonging, to be forfeited to and revert to the seller,
its successors and assigns, each of whom shall have the right to immediate entry upon
said premises in the event of such breach, and the Purchaser upon violation of any of
the foregoing clauses agrees to peaceably surrender the premises and give a good and
sufficient deed to seller. As to the owner and his successors in interest of any lot
or lots in said Addition all and singular, the said conditions and obligations are
and shall be, and are hereby made covenants running with the land and a breach of
any of said conditions or obligations may be enjoined, abated or remedied by the
appropriate proceedings maintained by any of such owners in said Addition or their
successors in interest.

The Grantor for itself and for its successors and assigns does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons who soever lawfully claiming or to claim by, through or under said Grantor and not otherwise, it will forever warrant and defend the said described real estate.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 2d day of August, A. D., 1940.



Burwell & Morford
By *Seth H. Morford* President
Attest: *Kenneth J. Morford* Secretary

STATE OF WASHINGTON,
County of KING } ss.

On this _____ day of August, 1940, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SETH H. MORFORD and KENNETH J. MORFORD to me known to be the President and Assistant Secretary, respectively, of BURWELL & MORFORD, a Washington corporation the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written



Jarvis H. Jones
Notary Public in and for the State of Washington,
residing at Seattle.

Filed for Record Aug. 9, 1940, 3:59 P.M.
Request of Mrs. J. L. Bennett
EARL MILLIKIN, County Auditor