

deliver to the purchaser a Warranty (Warranty) deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Puget Sound Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid \$700.00 insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

Hjalmar H. Peterson (Seal)
Ramona D. Peterson (Seal)
By Hjalmar H. Peterson (Seal)
 HER ATTORNEY IN FACT
Joel Hedstrom (Seal)

STATE OF WASHINGTON

County of King

On this 23rd day of November, A. D. 1945, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *Hjalmar H. Peterson* to me known to be the individual described in and who executed the foregoing instrument for him self and as attorney in fact of *Ramona D. Peterson* also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said *Ramona D. Peterson* for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said *Ramona D. Peterson* is now living.

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

Louise Tharman
 Notary Public in and for the State of Washington

residing at Seattle.

(Acknowledgement by Self and as Attorney in Fact. Washington Title Insurance Company. Form L 31)

3535374
 Puget Sound
 Title Insurance Company
 REAL ESTATE CONTRACT
 For Unimproved Property

RECORDED
 VOL. OF
 PAGE REQUEST OF

FROM
 1846 JAN 26 AM 10 36

ROBERT A. MORRIS, CLERK
 KING COUNTY, WASH.
 DEPUTY

3535374

REAL ESTATE CONTRACT

IT IS HEREBY AGREED, by and between DONALD W. INCH and HELEN F. INCH, the Vendors, and WALTER R. STURGIS and DOL-LIE STURGIS, the Purchasers, that the said Vendors will sell to said Purchasers, their heirs or assigns, and that the said Purchasers will purchase, the following described property situated in King County, Washington, to-wit:

Beginning at the northeast corner of the southwest quarter of section eight (8), township twenty-three (23) north, range four (4) east, W.M., and running thence along the north line of said southwest quarter, south 89°00'47" west 853.118 feet; thence south 0°02'15" east, parallel to the east line of said southwest quarter 1320.81 feet to the true point of beginning of this description; thence south 89°00'47" west 100 feet; thence south 0°02'15" east 156.13 feet to the northerly line of South 124th Street; thence north 59°56'05" east 115.49 feet along the northwesterly margin of South 124th Street to the point where it intersects with the westerly margin of 5th Avenue South; thence north 0°02'15" west to the point of beginning (being also known as the southerly half of Lot 19, Block "E", Cedarhurst Division No. 3, according to the unrecorded plat thereof)

with the appurtenances thereto belonging on the following terms:

1. The purchase price of said property is Twenty-five Hundred Dollars (\$2500.00), of which the sum of Five Hundred Dollars (\$500.00) has been paid March 14, 1943, the receipt whereof is hereby acknowledged by said Vendors, and the further sum of Two Thousand Dollars (\$2000.00) to be paid at 430 South 124th Street, Seattle, Washington as follows:

The sum of Thirty-five Dollars (\$35.00) on the 25th day of February, 1943, and the sum of Thirty-five Dollars (\$35.00) on the 25th day of each succeeding month, with interest on all deferred payments from March 13, 1943, at the rate of 6% per annum, to be paid monthly until the full payment thereof.

2. This contract replaces that certain contract between the parties hereto dated March 13, 1943, covering the purchase of

the property herein described, it being understood and agreed that the purpose of this contract is to properly describe the property referred to in said contract of March 13, 1943, and it is understood and agreed that all amounts paid on the contract dated March 13, 1943, are to be construed as having applied upon this contract.

3. Said Purchasers agree to pay all taxes, assessments and impositions levied or assessed against said property subsequent to March 13, 1943, at the time the same shall become due and payable; also to keep all buildings thereon insured for a sum equal to the deferred payments above specified, in some insurance company satisfactory to said Vendors, with loss, if any, payable to said Vendors or their assigns as their interest may appear.

4. It is further agreed that no extension of time of payment or waiver of default in the payment of any instalment of principal or interest due under this contract shall affect the right of said Vendors to require prompt payment of any subsequent instalments of principal or interest, or to declare a forfeiture for non-payment thereof.

5. Said Purchasers agree to execute, acknowledge and deliver at any time on demand of Vendors a mortgage for balance unpaid on this contract, payable in instalments as herein specified, and to assign insurance as security for payment thereof in a sum equal to the face of such mortgage.

6. When the purchase price herein provided for has been fully paid, the Vendors will convey the property herein described to the Purchasers by a good and sufficient Warranty Deed, subject to the following reservations:

(a) Subject to the terms of this contract.

(b) Subject to any unpaid charges for installation of water service and for water, electric light, power or sewer service furnished to said premises by a city, town or district.

(c) Subject to the right to make all necessary slopes for cuts or fills upon said premises as granted to County of King, State of Washington, by deed recorded December 13, 1940, in Volume 1936 of Deeds, Page 279, under Auditor's File No. 3136412, records of said county.

(d) This conveyance is made expressly subject to and under the following restrictions and conditions, to-wit: (1) The grantees, their heirs, personal representatives or assigns, will not erect or maintain, or permit to be erected or maintained, any dwelling of the value of less than Fifteen Hundred Dollars (\$1500.00), nor shall any portion of such dwelling house be erected or maintained on any part of said premises within thirty (30) feet of the line of any street, PROVIDED, the foregoing restriction shall not apply if the type and exterior design and intended location of said dwelling has first been approved by South Seattle Land Company. (2) No part of said property shall ever be used or occupied by any person of the Ethiopian, Malay, or any Asiatic race, and the Grantees, their heirs, personal representatives or assigns, shall never place any such person in the possession or occupancy of said property, or any part thereof, nor permit the said property, or any part thereof, ever to be used or occupied by any such person excepting only employees in the domestic service on the premises of persons qualified hereunder as occupants and users and residing on the premises. (3) Grantees, their heirs, personal representatives or assigns, will use this property for residential purposes only.

7. Upon the payment by the Purchasers of one-third of the purchase price, they shall be entitled to receive from the vendors a title insurance policy.

8. Time is of the essence of this contract, and in case of failure of the said Purchasers to make either of the payments or perform any of the covenants on purchasers' part, this contract shall be forfeited and determined at the election of the said Vendors; and the said Purchasers shall forfeit all payments made by them on this contract and all rights acquired hereunder, and such payments shall be retained by the said Vendors as liquidated damages, and they shall have the right to re-enter and take possession of said land and premises and every part thereof.

EXECUTED IN DUPLICATE this 26 day of January, 1946.

Donald N. Duch
Helen Duch

W. R. Sturges
Ralph Sturges

FILED FOR RECORD & RETURNED TO

STATE OF WASHINGTON }
COUNTY OF KING } SS.

On this day personally appeared before me DONALD W. INCH and HELEN F. INCH, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of January, 1946.

WITNESSES:
BY _____
NOTARY PUBLIC

Notary Public in and for the State of Washington, residing at Seattle



Filed for Record Jan 26, 1946, 10:43 A.M.
Request of Mrs. Walter Durgis
ROBERT A. MORRIS, County Auditor

3535375

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT made this 19th day of January, 1945, by and between DELBERT L. KNOPE and ALEITA H. KNOPE, his wife, both of Seattle, Washington.

WITNESSETH:

WHEREAS, all of the property, real, personal and mixed, owned by or in the possession of either of the parties hereto wherever situated is their community property, and

WHEREAS, said parties are desirous of executing a community property agreement as provided by the laws of the State of Washington (Rem. Rev. Stat. 6894), now, therefore, IT IS AGREED by and between the parties hereto as follows:

1. That all of the property, real, personal and mixed, wherever situated, owned by or in the possession of either of the parties hereto, and particularly the following described real property: In the County of King, State of Washington, Woodlawn to Green Lake S20' Lot 5, Block 104 and Lot 6, Block 104 according to Roll 44, Page 6487, Lines 18 and 19, Treasurer's Office, King County, Seattle, Washington and, In the County of King, State of Washington the east 120.5 feet of the width 64 feet of the north 378 feet of the east half of block eleven (11), Lake Side City Addition to City of Seattle, according to plat thereof recorded in volume 13 of plats, page 7, records of said county, TOGETHER with a strip of land 20 feet wide adjoining said premises and lying easterly thereof and being bounded by the projected north and south boundary lines of the property above described.

is the community property of said parties and it is further agreed that any property, real, personal or mixed, hereafter acquired by either of the parties hereto shall be held and considered to be the community property of said parties.

2. That upon the death of either of the parties hereto, all of their community property shall be and become the sole, separate and