

1057648

CONTRACT OF SALE

VOL 512 PAGE 442

DATED: July 2, 1951

POPE & TALBOT, INC. A Corporation Successor to
SELLER: PUGET MILL COMPANY, a corporation.

BUYER: E. E. HICKS and DORIS HICKS, his wife

P. O. ADDRESS: 316 - F Avenue, North Richland, Washington

In consideration of the agreements herein contained, and the payments to be made as herein provided, the Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to buy from the Seller, subject to statutory reservations, if any, and subject to all easements, rights of way and privileges which have been heretofore sold, or granted to or condemned or acquired by any municipality, person, firm, corporation or the public, the following described real property, situated in Snohomish County, Washington:

Tract One (1), PUGET ACRES NO. TWO (2); according to the official Plat thereof recorded in the Auditor's office of Snohomish County, Washington; subject to water assessment of Mukilteo Water District No. 12.

In the event the Buyer elects to improve said premises (but being under no obligation to do so) it is agreed that the plans shall be submitted to the Seller for its approval before commencement of construction. This provision shall be incorporated in the deed of above described real estate and shall be applicable only to the real property included in this contract.

The Buyer states that neither he nor any member of his immediate family is of any Asiatic, Negro, Hawaiian, or Malay race or a person of extraction or descent of any such race.

REAL ESTATE SALES TAX

AMOUNT PAID 223

RECEIPT NO. 53176

JUL 24 1951

VERNE STEVENS, Snohomish County Treasurer

By E. T. Berger Deputy

~~The seller hereby reserves unto itself and unto its successors and assigns, the full, complete and absolute rights to all oils, gases, coal, fossils, metals and minerals of every name and nature, also sand and gravel in commercial quantities, which may be in or upon said land or any part thereof, with the right of entry upon said land to prospect and explore for and also to take, mine and remove the same, provided, said Buyer, his successors, heirs and assigns, shall be reasonably compensated for all damage done to the surface of said land and the improvements thereon in carrying on of any of such operations.~~

AGREED PURCHASE PRICE: Six Hundred Fifty and No/100 - - - - - Dollars

(\$ 650.00 - - -), to be paid at the office of Puget Mill ~~Company~~ Walker Building, Seattle, Washington, with interest thereon from date hereof at the rate of Five per cent per annum, payable monthly.

TERMS OF PAYMENT:

Initial Cash Payment: Twenty-five and No/100 - - - - - Dollars (\$ 25.00 - -), the receipt of which is hereby acknowledged.

Remainder Payable:

Not less than Seven and No/100 - - - - - Dollars (\$ 7.00 - -)

on or before the first day of each calendar month beginning August - - - - - first, 1951, until the entire purchase price, with interest, is paid, each payment to be applied, first, on interest then accrued, and remainder on principal. If any payment exceeds said minimum sum, nevertheless, regular subsequent monthly payments shall be made as above prescribed, unless the Buyer specifies at the time of making such payment that it is to be applied as an advance payment for subsequent months and receives the Seller's receipt evidencing such application of said payment.

IT IS MUTUALLY AGREED by each of the parties hereto:

Taxes and Assessments

FIRST: The Buyer is to bear and pay before delinquency all general taxes which may, from and after the date of this contract, become due or payable or become a lien upon said real property and is to bear and pay before delinquency all assessments and instalments thereof of whatsoever kind and nature hereafter levied, as well as those heretofore levied and remaining unpaid at the date of this contract; but, as a matter of convenience, all such taxes and assessments, and instalments of either thereof, may, at the Seller's option, be paid by the Seller at any time after the same become payable, and, in that case, the Buyer agrees to repay to the Seller, without demand, the full amount of any and all such taxes and assessments and instalments of either thereof so paid by the Seller (without deduction of any statutory rebate, unless such repayment be made by the Buyer within the time fixed by law for allowance of such rebate) such repayment to be made at Seller's office on or before the date when such taxes and assessments and instalments of either thereof would have become delinquent if the same had not been so paid by the Seller; and if not so repaid to the Seller, the Buyer agrees to pay interest thereon from the date of delinquency until repayment is made, at the rate of interest fixed by law on delinquent real property taxes.

Buyer Assumes Risk

SECOND: All loss and risk of loss arising from damage to, destruction of, or condemnation of any portion of said property, or of any improvements now or hereafter to be placed thereon is assumed by the Buyer.

Deed

THIRD: Upon the performance by the Buyer of each and every of the agreements herein provided to be performed by the Buyer, and the surrender to the Seller of the Buyer's executed copy of this contract, the Seller will execute and deliver to the Buyer a Warranty Deed of said property, excluding from the warranties of said deed all unpaid taxes, and assessments and instalments of either thereof, and subject to the exceptions above stated and also subject to all liens, incum-

PLAT OF PUGET ACRES No.2

SCALE 1" = 200'

DESCRIPTION

The Plat of Puget Acres No. 2 is located in the South $\frac{1}{2}$ of Section 21 and the North $\frac{1}{2}$ of Section 28, Twp. 28 N. R. 4 E. W. M., and embraces the following tract of land; Beginning at the most north-westerly corner of the original plat of Puget Acres; thence S 18° 44' 50" E for 860 feet along the westerly side of the original plat of Puget Acres to its most south westerly corner, crossing the County Road known as The Chennault Beach Access Road at the mid-point of the course; thence S 71° 15' 10" W for 1421.47 feet to the E. of Condon Road; thence S 66° 57' 30" W for 430.00 feet; thence N 23° 02' 30" W for 715.02 feet; thence N 00° 06' 30" W for 790.81 feet; thence N 25° 15' 15" W for 853.68 feet; thence N 64° 45' 00" E for 430.00 feet to the E. of the Chennault Beach Access Road; thence continuing on the same course for 430.35 feet; thence S 25° 13' 57" E for 1525.53 feet; thence N 71° 15' 10" E for 720.69 feet to the true point of beginning.

DEDICATION

Know All Men by these Presents that Pope & Talbot, Inc., a corporation organized and existing under the Laws of the State of California, and having its principal place of business in the City of San Francisco, owner in fee simple of the tract of land platted in this Plat of Puget Acres No. 2 hereby declare this plat and dedicate to the use of the public forever all streets and roads shown hereon and the use thereof for any and all public purposes. Also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown thereon in the original reasonable grading of all streets and roads shown thereon.

In Witness Whereof, we have hereunto set our hands and seal this 22nd day of March, 1948.

In presents of

POPE & TALBOT, INC.

George A. Pope, Jr.
PRESIDENT

John L. Paiva
SECRETARY

ACKNOWLEDGMENT

STATE OF CALIFORNIA, CITY and COUNTY of SAN FRANCISCO S.S.

This is to certify that on this 22nd day of March, A.D. 1948, before me the undersigned, a notary public personally appeared George A. Pope, Jr. and John L. Paiva president and secretary respectively of Pope & Talbot Inc. to me known to be the officers of the corporation which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and they on oath stated that they were authorized by said corporation to execute said instrument and that the seal of said corporation hereto affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and official seal the day and year first above written.

My Commission expires 14th day of DECEMBER, 1950.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, RESIDING AT SAN FRANCISCO

ENGINEER'S CERTIFICATE

I John O. Johnson, Civil Engineer, do hereby certify that the annexed Plat of Puget Acres No. 2 is based on an actual survey and that all lots have been staked and monuments set as shown.

John O. Johnson
PROFESSIONAL ENGINEER

TREASURER'S CERTIFICATE

I Verne Stierers, Treasurer of Snohomish County, Washington, do hereby certify that all of the taxes on the above described property have been paid up to and including the year 1947.

Verne Stierers
TREASURER OF SNOHOMISH COUNTY

APPROVALS

Examined and approved on this 29 day of March, 1948

Roy Craue
COUNTY ENGINEER

DR 881-240
VACATION RTN

For 435.5-25
Volume 1428 of Official Records, page 432
DEAN V. WILLIAMS, County Auditor

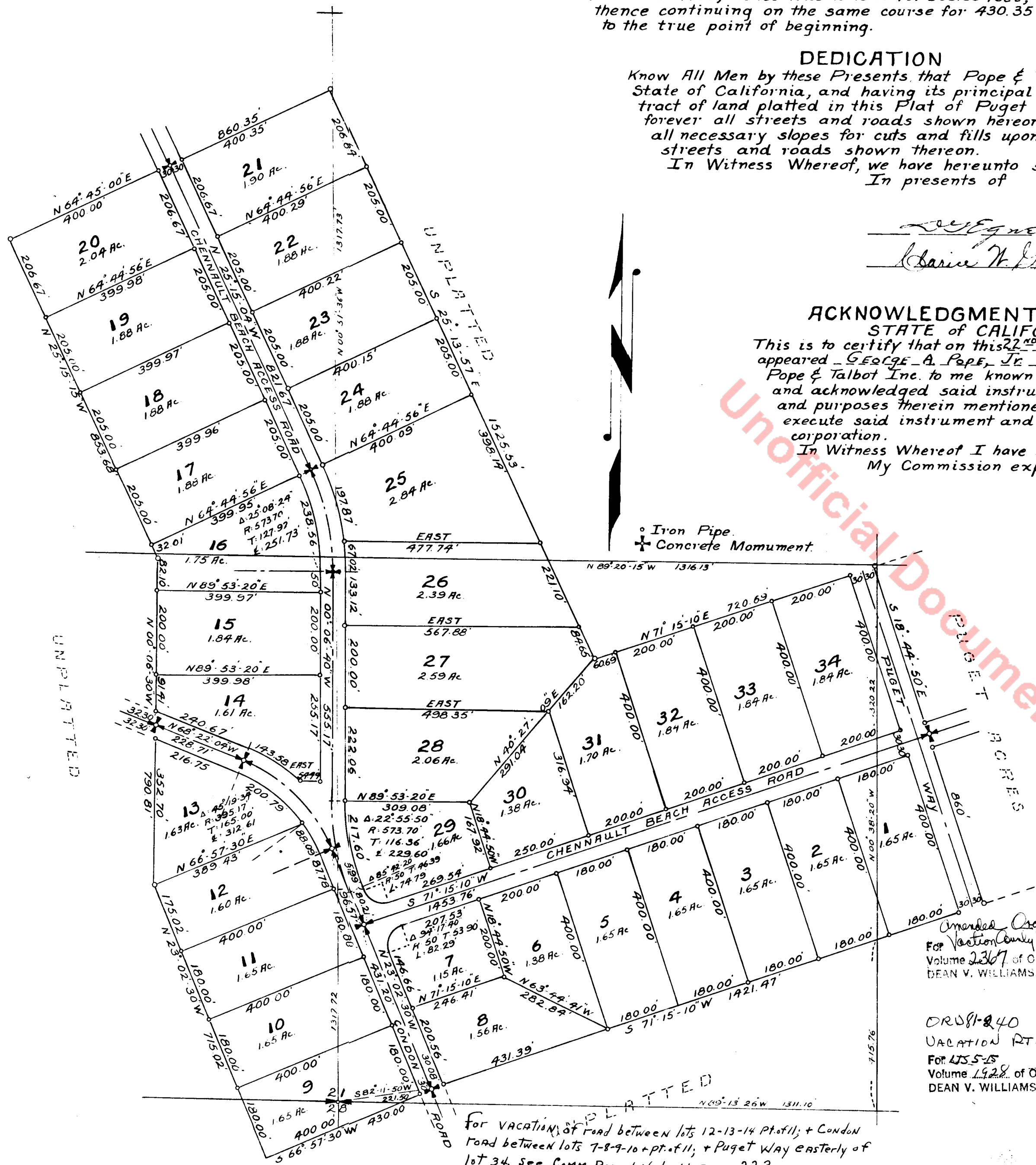
Examined and approved on this 29 day of March, 1948

Roy J. Farrell
CHAIRMAN

RECORDING

Filed for record at the request of John O. Johnson at 12 minutes past 2 o'clock P.M. on this 29 day of MARCH, A.D. 1948 and recorded on Page 78 Volume 12 of Plats, Records of Snohomish County, Washington.

Geo. P. Dubuque
By Victor Larson, Deputy



For VACATION of road between lots 12-13-14 Plat. 11; + Condon Road between lots 7-8-9-10 + Plat. 11; + Puget Way easterly of lot 34, See Comm. Record Vol. 41 Page 223
Geo. P. Dubuque, Co. Aud. By: D.E. Neuberger.