

THIS AGREEMENT, made and entered into this 25th day of April, 1940

between MANSON F. BACKUS, II and FRANCES A. BACKUS, his wife, - - - - -

hereinafter called the "seller," and HERBERT E. WIGLE and MARY HELEN WIGLE, 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 situate in the County of King, State of Washington, to-wit:

IN THE COUNTY OF KING, STATE OF WASHINGTON

A portion of government lot three (3), section twenty-five (25), township twenty-four (24) north, range four (4) east, W. M., more particularly described as follows: Beginning at a point on the south line of said government lot 3 from which point the east quarter corner of said section bears north $89^{\circ}52'$ east a distance of 3805.0 feet; thence north $25^{\circ}46'12''$ east 134.29 feet to the true point of beginning; thence continuing north $25^{\circ}46'12''$ east 70 feet; thence north $69^{\circ}29'20''$ west 334 feet, more or less, to the shore of Lake Washington; thence south-westerly along said shore line 100 feet, more or less, to a point from which the true point of beginning bears south $74^{\circ}53'25''$ east; thence south $74^{\circ}53'25''$ east 325 feet, more or less, to the true point of beginning;

TOGETHER with shore lands of the second class situated in front of, adjacent to or abutting thereon;
TOGETHER with an easement for roadway purposes over and across a strip of land 12 feet wide, the northerly line of which is described as follows:

Beginning on the westerly marginal line of Mercer Island Public Highway at a point 156 feet southwesterly measured along said westerly marginal line from the north line of government lot four (4) in said section 25; thence along a curve to its intersection with the north line of said government lot 4 at a point 312 feet west of said public highway;

TOGETHER with an easement over that part of the following described portion of government lot 3, said section 25 necessary to provide a continuous roadway to connect with the strip of land described in the easement over said government lot 4 above described, said portion of said government lot 3 being described, as follows:

Beginning at a point on the south line of said government lot 3 distant 312 feet westerly from its intersection with the northwesterly marginal line of Mercer Island Public Highway; thence south $89^{\circ}52'$ west along said south boundary line, 734.11 feet to a point distant 3805.0 feet westerly from the east quarter corner of said section 25; thence north $25^{\circ}46'12''$ east 204.29 feet; thence south $64^{\circ}13'48''$ east 20 feet; thence south $25^{\circ}46'12''$ west 149.29 feet to a point of curve; thence along a curve to the left of radius of 20 feet a distance of 40.46 feet to a point of tangency on a line 12 feet north of and parallel with the south line of said government lot 3; thence north $89^{\circ}52'$ east, along said parallel line, 674.10 feet; thence south $0^{\circ}08'$ east 12 feet to the point of beginning.

M/W

M/W

The property above described and any and all deeds or contracts for deeds which may be executed for the purchase and sale of said property, or any part thereof, are and shall be made subject to the following conditions and restrictions which shall run with the land and be binding on said grantees and their successors in interest until the first day of May, 1955.

No building shall be erected upon said property costing less than Five Thousand Dollars (\$5,000.00) or containing less than one thousand (1,000) square feet on the first floor, or less than 20,000 cubic feet exclusive of garage, open entries, porches, and patios, the plans, specifications, and location of any such house to be approved in writing by the seller prior to the commencement of any work thereon, but in this connection the seller agrees that he will not arbitrarily withhold his approval of any proper plans, specifications and location, and in case of a dispute arising as to whether any proposed plans, specifications, or location are suitable to the property and surroundings, then such dispute shall be settled by a board of arbitrators consisting of three architects, one to be selected by the sellers, one by the buyer, and the third by the other two, the decision of any two of such arbitrators to be binding upon both parties and the cost of the arbitration to be divided equally.

Only one house may be erected on said property and the same may not be sub-divided.

The property may be used only for residence purposes and no fence more than 3½ feet in height shall be erected or maintained in connection therewith, nor shall any billboard or advertising sign of any kind be erected or maintained on said property or any building thereon, except an appropriate "For Sale" sign may be maintained while the property is being offered for sale.

Should the purchasers keep domestic animals on the property, this right shall be limited to one dog and one cat.

Said property shall not be sold, conveyed, granted, or leased, in whole or in part, to any Hebrew person or family, or any person or family not of the white race, nor shall any Hebrew person, or other person not of the white race, be permitted to occupy any portion of said property or any building thereon, except a domestic servant actually employed by the owner of said property.

The violation of any of said conditions shall work a forfeiture of the title to said premises and give an immediate right of re-entry to said seller, and upon the exercise of said right, the title shall revert to and vest in the seller; provided, that the reversion of the property to the seller, due to the violation of any of the restrictions herein contained, shall not render invalid the lien of any mortgage or deed of trust made in good faith and for value.

Same restrictions shall apply to all other waterfront lots sold in Government Lot Three (3), Section Twenty-five (25), Township Twenty-four (24), North Range 4 East, W.M.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of THIRTY-FIVE HUNDRED and no/100 - - - - - Dollars (\$3,500.00 ---) of which the sum of FIVE HUNDRED and no/100 - - - - - Dollars (\$500.00 ----) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of THREE THOUSAND and no/100 - - - - - Dollars (\$3,000.00 ---) shall be paid as follows: Twenty-five Dollars (\$25.00) or more, per month for the first year, beginning with \$25.00 on May 15, 1940 and \$25.00 or more, if purchaser wishes to pay more, on the 15th day of each month thereafter, each payment to include interest at the rate of 6% per annum computed monthly on the monthly unpaid balances; then on May 15, 1941 the payments are to be increased to \$35.00 each month plus interest at the rate of 6% per annum, computed monthly on the monthly unpaid balances, until the entire principal sum, together with interest, shall have been paid in full.

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of twelve (12) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

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 against 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.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient **special warranty** deed of said described premises.

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 theretofore 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:

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or 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 covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action 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 in duplicate the day and year first herein written.

Frances A. Backus (SEAL)

Marion F. Backus (SEAL)

Herbert E. Wigle (SEAL)

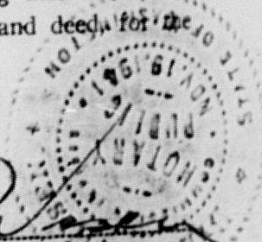
Mary Helen Wigle (SEAL)

STATE OF WASHINGTON,)
) ss.
County of KING)

On this day personally appeared before me HERBERT E. WIGLE and MARY HELEN WIGLE, his wife, and MARION F. BACKUS, II and FRANCES A. BACKUS, 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 30th day of April, 1940

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



Form L 37

3101616

Real Estate Contract

TO
217870

RECORDED:
VOL. _____ OF
PAGE _____ REQUEST OF
1940 MAY 15 PM 4 44
EARL M. MILLIKIN AUDITOR
KING COUNTY, WASH.
DEPUTY

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
803 SECOND AVENUE
SEATTLE, WASH.

WASHINGTON TITLE INSURANCE
COMPANY
SEATTLE, WASHINGTON

293
261