

REAL ESTATE CONTRACT

WASHINGTON
TITLE INSURANCE
COMPANY

5271669

THIS AGREEMENT made and entered into this 25th day of February, 1961.

GRANTOR CHARLES S. GAGE and ANNA J. GAGE, his wife,

GRANTEE BERNARD S. GOFFE and ANNA M. GOFFE, his wife,

WITNESSETH that the above named parties have agreed to sell to the above named King

Lot 2, Gage's Addition to Mercer Island, Unrecorded, more particularly described as follows:

The easterly 100 feet of the north 100 feet of the south 100 feet of Government Lot 2, Section 19, Township 24 North, Range 5 East, W.M., lying easterly of East Mercer Way and west of a line perpendicular to and measured along the south line of said north 100 feet a distance of 40.00 feet from the easterly margin of said East Mercer Way.

100 feet with an easement 10 feet in width for utility purposes across the north 100 feet of Lot 2, Gage's Addition to Mercer Island, Unrecorded, being that portion of the north 100 feet of the south 500 feet of Government Lot 2, Section 19, Township 24 North, Range 5 East, W.M., lying east of a line perpendicular to and measured along the south line of said north 100 feet a distance of 40.00 feet from the easterly margin of East Mercer Way.

100 feet with an easement 10 feet in width for utility purposes across the south 5 feet of Lot 2, Gage's Addition to Mercer Island, Unrecorded, being that portion of the north 100 feet of the south 500 feet of Government Lot 2, Section 19, Township 24 North, Range 5 East, W.M., lying easterly of East Mercer Way and west of a line perpendicular to and measured along the south line of said north 100 feet a distance of 11.00 feet from the easterly margin of said East Mercer Way.

100 feet with an easement 10 feet in width for road and utility purposes, the interior of which is described as follows:

Begin on the west line of said tract at a point 10 feet south of the northwesterly corner of said tract; thence South 89° 27' 00" West parallel to the north line of said tract 180.00 feet to the point of curvature of a curve to the left having a radius of 40 feet; thence along said curve 69 feet, more or less, to the easterly margin of East Mercer Way.

100 feet with an easement 10 feet in width for road and utility purposes, the interior of which is described as follows:

Begin at the northwest corner of said tract; thence South 89° 27' 00" East along said west line 20.00 feet; thence North 89° 27' 00" East parallel to the north line 108.00 feet to the point of curvature of a curve to the right having a radius of 20 feet; thence along said curve 31.52 feet to the east line of said tract; thence North 0° 00' 00" West along said east line 40.00 feet to the northeast corner of said tract; thence South 89° 27' 00" West along the north line 118.00 feet to the point of beginning.

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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 against all 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 statutory warranty deed of said described premises.

Time and 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 be due as hereinbefore specified, or promptly to perform any covenant or agreement contained herein, 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:

At such further address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring written or printed notices of any intermediate or final installment or of any payment or payments made by the seller and repayable by the purchaser, or 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 election 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 a declaration of forfeiture or be a bar to any subsequent declaration of forfeiture by the seller or any declaration of forfeiture by the purchaser or shall constitute a waiver of any subsequent default.

Any judgment or decree rendered in connection with this contract shall be subject to the payment of any charge or cost of the same, including reasonable attorney's fees and all costs and expenses in connection with such judgment or decree, including reasonable attorneys' fees, which sums shall be included in any judgment or decree rendered in connection with this contract.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to duplicate the day and year first hereinafter written.

CALIFORNIA
~~RECORDED~~

On this day personally appeared before me **CHARLES S. GAGE** and **ANNA J. GAGE**

known to be the true and lawful owners of the premises described in the foregoing instrument, and acknowledged that they executed the same for the purposes and to the effect therein expressed and intended.

GIVEN under my hand and seal of office this _____ day of _____, 19____.

Notary Public for the State of California

[Signature]
Notary Public for the State of California
California

Real Estate Contract

FROM

TO

WASHINGTON
TITLE INSURANCE
COMPANY
SEATTLE, WASHINGTON