

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, L. P. Shield, agrees to store and safekeep all household effects and equipment left by Carl W. Prato, Catherine Prato, his wife, Augusta Prato, widow, and Lawrence Prato, single, on the effective date of the attached sales agreement, January 1, 1944;

That L. P. Shield also agrees to take an inventory of all personal effects and equipment stored on the premises described in the attached agreement;

That L. P. Shield agrees to store all personal effects and equipment stored on the premises herein involved in a government warehouse for storage and safekeeping if said premises is taken over by any governmental agency;

That L. P. Shield will not be responsible for theft or fire on the above personal effects and equipment.

L. P. Shield

Witness:

Sakae Hayashi
Attorney Associate
Newell, California

EARNEST MONEY RECEIPT.

Received from L. P. Shield, of Seattle, Washington, the sum of One Hundred Dollars (\$100.00) as earnest money and part payment of the purchase price of all the equity, right, title and interest of the undersigned JAMES NOBUYAMA, ^{and Shizuha Nobuyama, his wife} a citizen of the United States of America, in and to the following described real estate situate in King County, Washington, to-wit:

That portion of Government Lot 2, Section 9, Township 23 North, Range 4 East, W. M., described as follows: Beginning at the intersection of the North line of Lot 2 and the westerly margin of State Road No. 1, and running thence along said westerly margin of State Road No. 1, South 18° 57' 20" west, 972.08 feet, more or less, to the north bank of Duwamish River; thence westerly, northwesterly and northerly along said bank of Duwamish River to its intersection with the north line of said Lot 2; thence north, 89° 30' 50" east, along the north line of Lot 2, 845 feet, more or less, to the point of beginning, containing not less than 12½ acres;

The undersigned James Nobuyama and Shizuha Nobuyama, his wife, represent that said James Nobuyama is the vendee in that certain real estate contract, dated October 26, 1940, executed by Carl W. Prato, and Catherine Prato, his wife, Augusta Prato, a widow, and Lawrence Prato, single, as vendors, to the said James Nobuyama, as vendee, for the sale to said vendee upon real estate contract of the above described premises for the sum of \$18,000.00, on which purchase price \$4,000.00 has been paid on account of the principal, and the balance of principal is payable at the rate of \$1,000.00 each January 1st, which balance bears interest at the rate of 6% per annum, payable annually; and said vendee in said contract agrees that he will pay the interest on said contract up to the date of the closing of this transaction at or before the closing of this transaction, so that the balance on the contract shall be \$14,000.00 principal with interest paid to the date of closing.

The purchase price of the equity of said James Nobuyama and wife, and all their rights in said premises, is the sum of Five Thousand Dollars (\$ 5000.00), including the amount of this receipt, which shall be paid as follows and upon the following conditions: the undersigned sellers shall furnish to said L. P. Shield within ten (10) days after the signing of this receipt a policy of title insurance in a responsible title insurance company in the sum of \$19,000.00, showing good merchantable title to said premises in the said vendors named in said real estate contract, as above named, free and clear of all liens and encumbrances of every nature, except said real estate contract, and with the equity of said Nobuyama and wife free from all liens and encumbrances; within ten days after the furnishing of such title insurance as aforeaaid, this transaction shall be closed by the payment to said sellers of the said balance of purchase money to be paid to said Nobuyama and wife and upon the execution and delivery by said Nobuyama and wife to said L. P. Shield of a good and sufficient assignment of said real estate contract, and the furnishing to said L. P. Shield of satisfactory evidence that said contract is in full force and effect that ~~said contract is in full force and effect~~ and that the unpaid balance on said contract is \$14,000.00 principal with all interest paid to date of closing of this transaction.

If title is found defective, or any of the provisions of this agreement are not complied with by said Nobuyama and wife, the earnest money shall be refunded immediately; if title is good and said Shield refuses to complete the purchase, earnest money shall be forfeited as liquidated damages.

Dated this 29 day of March, 1943.

L. P. Shield Purchaser
James Nobuyama & Shizuha Nobuyama Sellers