


**WASHINGTON
TITLE INSURANCE
COMPANY**



**SEATTLE TITLE COMPANY
AGENT**
WITH WHICH IS AFFILIATED
OSBORNE, TREMPER & Co., INC.

803 SECOND AVENUE
SEATTLE, WASHINGTON

The central page features a decorative border similar to the left page. At the top center is a circular logo containing the letters 'WTC' in a stylized font. Below the logo, the company name 'WASHINGTON TITLE INSURANCE COMPANY' is printed in a bold, serif font. A central ornamental element, identical to the one on the left page, is positioned below the company name. At the bottom of the page, the text 'SEATTLE TITLE COMPANY AGENT' is followed by 'WITH WHICH IS AFFILIATED OSBORNE, TREMPER & Co., INC.' and the address '803 SECOND AVENUE SEATTLE, WASHINGTON'.

WASHINGTON TITLE INSURANCE COMPANY

SEATTLE, WASHINGTON

CAPITAL \$1,350,000

PURCHASER'S POLICY

AMOUNT \$ 18,000.00

PREMIUM \$ 103.25

POLICY No. B-160333

For value, WASHINGTON TITLE INSURANCE COMPANY, hereinafter called the company, a corporation incorporated under the laws of the State of Washington and duly authorized by the State Insurance Commissioner to insure titles, does hereby insure, subject to the annexed conditions, hereby made a part of this policy, **JAMES NOBUYAMA,**

representatives (if a corporation, its successors) and assigns, hereinafter called the insured, against loss or damage not exceeding - - - - -

EIGHTEEN THOUSAND - - - - - Dollars,

which the insured may sustain by reason of any defect in the title of **AUGUSTA PRATO, a widow; LAWRENCE PRATO, whose name appears of record also as Lorenzo Prato and Lorence Prato, a single man; and CARL PRATO, whose name appears of record also as C. W. Prato and Carl W. Prato, and CATHERINE PRATO, his wife,** hereinafter referred to as the seller, to all the estate or interest in the premises specified and described in Schedule A, hereto annexed and hereby made a part of this policy, or by reason of liens or encumbrances charging the same, at the date of this policy, save and except this policy does not insure against loss or damage by reason of any estate or interest, defect, lien, encumbrance or objection noted in annexed Schedule B, which is a part hereof. Any loss under this policy is to be established in the manner provided in said conditions and shall be paid upon compliance by the insured with and as prescribed in said conditions, and not otherwise.

IN WITNESS WHEREOF, the company has caused these presents to be authenticated by the facsimile signatures of its President and its Manager respectively, lithographed hereon, and its corporate seal to be affixed; but this policy is not valid unless attested by a Vice-President, the Secretary or an Assistant Secretary.

Dated this **20th** day of **November,** 19 **40,** at **eight** o'clock **A.M.**

WASHINGTON TITLE INSURANCE COMPANY

L. S. Booth
President.

Charlton L. Hall
Manager.

Attest:

E. B. Oggel
Assistant Secretary.



Policy No. B-160333

SCHEDULE A

This policy does not insure against:

1. The estate or interest of the seller covered by this policy.

Fee simple estate, an undivided two-fifths interest in Augusta Prato, an undivided one-fifth interest in Lawrence Prato, and an undivided two fifths interest in Carl Prato and Catherine Prato, his wife.

4. Exceptions and reservations in United States patents; regulations and restrictions provided by building and zoning ordinances or resolutions.

5. General taxes not yet payable; matters relating to special assessments and special levies, if any, preceding the same becoming fixed and shown as a lien.

6. Any unpaid charges for installation of water service and for water or electric light or power furnished to said premises by a city, town or district.

7. Provision contained in agreement entered into January 19, 1939 by Carl W. Prato and Catherine Prato, his wife, Augusta Prato, a widow, and Lawrence Prato, widower, that sale of said premises

2. The premises in which the seller has the estate or interest covered by this policy.

IN THE COUNTY OF KING, STATE OF WASHINGTON

Portion of Government lot two (2), Section nine (9), Township twenty-three (23) north, range four (4) east, W. M., described as follows:

Beginning at the intersection of north line of Government lot 2 and 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 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 north line of said lot 2, 845 feet more or less to the point of beginning.

(a) Warrant No. 4496 dated March 8, 1940, in favor of State of Washington and against James Nobuyama, for taxes and/or increases and penalties, \$4.32, together with interest, 1% for each 30 days or portion thereof from date and for costs; filed March 21, 1940, and entered in volume 146 of execution dockets, page 56, as judgment No. 162933.

(b) Warrant No. 5334 dated July 28, 1940, in favor of State of Washington and against James Nobuyama, for taxes and/or increases and penalties, \$5.56, together with interest, 1% for each 30 days or portion thereof from date and for costs; filed July 30, 1940, and entered in volume 147 of execution dockets, page 11, as judgment No. 165293.

SCHEDULE B

This policy does not insure against:

1. Questions of location, boundary and area; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.
2. The existence of roads or ways not established of record, or existence of county roads.
3. Rights or claims of persons in possession or claiming to be in possession, not shown of record; rights claimed under instruments of which no notice is of record and rights or claims based upon facts of which no notice is of record but of which the insured has notice; material or labor liens of which no notice is of record; liens created under the Workmen's Compensation Act.
4. Exceptions and reservations in United States patents; regulations and restrictions provided by building and zoning ordinances or resolutions.
5. General taxes not yet payable; matters relating to special assessments and special levies, if any, preceding the same becoming fixed and shown as a lien.

6. Any unpaid charges for installation of water service and for water or electric light or power furnished to said premises by a city, town or district.

7. Provision contained in agreement entered into January 19, 1939 by Carl W. Prato and Catherine Prato, his wife, Augusta Prato, a widow, and Lorenzo Prato, widower, that sale of said premises shall be subject to consent of all parties. Said instrument recorded January 24, 1939, under auditor's file No. 3029264, records of said county.

8. Contract of sale in favor of the insured, James Nobuyama, recorded under auditor's file No. 3132273, records of said county; the interest of said vendee being presumptively subject to the community interest of his wife, if married on or since October 26, 1940, the date of said contract.

9. The following warrants against the vendee under the contract of sale noted in paragraph 8, the lien of which will attach prior to assignment of the vendee's interest, only on levy of execution or on full payment of the purchase price:

(a) Warrant No. 4498 dated March 8, 1940, in favor of State of Washington and against James Nobuyama, for taxes and/or increases and penalties, \$4.32, together with interest, 1% for each 30 days or portion thereof from date and for costs; filed March 21, 1940, and entered in volume 145 of execution dockets, page 56, as judgment No. 162923.

(b) Warrant No. 5334 dated July 26, 1940, in favor of State of Washington and against James Nobuyama, for taxes and/or increases and penalties, \$5.56, together with interest, 1% for each 30 days or portion thereof from date and for costs; filed July 30, 1940, and entered in volume 147 of execution dockets, page 11, as judgment No. 165293.

CONDITIONS OF THE POLICY

1. NOTICE OF DEFECT, SUIT OR ACTION: The Company shall have the right to, and will, at its own cost, defend the insured in all suits, actions or proceedings founded upon a claim of title, encumbrance or defect which existed or is claimed to have existed prior in date to this policy and not excepted herein; reserving, however, the option at any time of settling the claim or paying the policy in full. In case any such suit, action or proceeding shall be instituted it shall be the duty of the insured at once to give notice thereof in writing to the company at its Home Office, and, if the insured is a party to such suit, action or proceeding, to secure to the company, within ten days after service of the first process upon the insured, the right to defend such suit, action or proceeding in the name of the insured so far as necessary to protect the insured, and to render all reasonable assistance in such defense. If such notice shall not be given, or the right to defend secured, as above provided, then all liability of the company with regard to the subject matter of such suit, action or proceeding shall cease and be determined; provided, however, that failure to give such notice shall in no case prejudice the insured if the insured shall not have any knowledge of such suit, action or proceeding.

2. CLAIM OF LOSS; PAYMENT OF LOSS: In the event of final judicial determination by a court of competent jurisdiction, under which the insured is dispossessed or deprived of the premises covered hereby or the estate or interest insured is impaired by reason of any adverse interest, lien or encumbrance not excepted herein, or, if this policy covers a mortgagee's interest, and such final judicial determination shall defeat or impair the mortgagor's title to all or any part of said premises or establish the priority to the mortgage of a lien or encumbrance not excepted in this policy, claim may be made hereunder, provided the conditions have been complied with in all respects. A statement in writing of any loss or damage, for which it is claimed the company is liable under this policy, shall be furnished to the company within sixty days after such loss or damage shall have been ascertained. No right of action shall accrue under this policy until thirty days after such statement shall have been furnished and no recovery shall be had under this policy unless an action shall have been commenced thereon within one year after the expiration of said thirty days.

3. LIMIT OF LIABILITY; SUBROGATION: The Company may at any time pay this policy in full, whereupon all liability of the company shall terminate. The total liability under this policy, exclusive of costs (the costs not including in any case fees of counsel or attorneys employed by the insured), shall in no case exceed the face of the policy, and every payment by the company shall reduce the policy by the amount paid. When the company shall have paid a loss under this policy it shall be subrogated to all rights and remedies which the insured may have against any person or property with respect to such claim, or would have if this policy had not been issued, and the insured shall forthwith transfer all such rights to the company accordingly. If the payment made by the company does not cover the loss of the insured, such subrogation shall be proportionate. In case this policy covers a mortgagee's interest only, the company may pay the insured the entire mortgage indebtedness, with interest at the rate specified in the mortgage, and thereupon the insured shall assign and transfer to the company the mortgage and the indebtedness secured thereby, together with all instruments evidencing or securing the same, or shall convey to the company any estate lawfully vested in the insured by virtue of acquisition of said premises, and all liability of the company shall thereupon terminate. Demand for payment must be accompanied by production of the policy for endorsement of such payment. If the policy be not so produced, indemnity satisfactory to the company must be furnished.

4. REFUSAL TO PURCHASE ESTATE: The Company shall not be liable for any loss or damage resulting from the refusal of any party to enter into, or carry out, any contract respecting the estate or interest insured.

5. LIABILITY UNDER MORTGAGEE'S POLICY: If this policy covers a mortgagee's interest only and the insured acquires said premises, or any part thereof, by foreclosure, or in other legal manner, in satisfaction of said indebtedness, or any part thereof, this policy shall continue in force in favor of such insured, subject to all of the conditions hereof applicable to an owner of land.

ASSIGNMENT OF REAL ESTATE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned JAMES NOBUYAMA and SHIZUKO NOBUYAMA, his wife, parties of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration to them in hand paid by L. P. SHIELD, party of the second part, the receipt whereof is hereby acknowledged, do hereby sell, transfer and assign unto said party of the second part, his heirs, executors, administrators and assigns, that certain real estate contract, bearing date October 26, 1940, executed by Carl W. Prato and Catherine Prato, his wife, Augusta Prato, a widow, and Lawrence Prato, single, as vendors to said James Nobuyama, as vendee, for the sale by said vendors to said vendee of the premises situate in King County, Washington, described as follows:

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 $18^{\circ} 57' 20''$ west, 972.08 feet, more or less, to the north bank of the 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, $89^{\circ} 30' 50''$ east, along the north line of said Lot 2, 845 feet, more or less, to the point of beginning, containing not less than $12\frac{1}{2}$ acres,

together with all our right, title and interest in and to the lands and premises above described.

And the undersigned do hereby represent and warrant to the said party of the second part that said contract is in full force and effect, and that the unpaid balance on the same is \$14,000.00 principal and that the interest thereon has been paid to date of the execution and delivery of this assignment. And the undersigned hereby authorize and direct the vendors named in said contract to accept all further payments on said contract from said party of the second part, and upon the full performance of said contract to execute to said party of the second part, his heirs, executors, administrators or assigns, instead of to the undersigned, the deed of said premises provided for in said contract.

Said contract is recorded in Volume 1932 of Deeds, page 57, records of said King County, Washington.

IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of July, 1943.

James Nobuyama
Shizuko Nobuyama
Citizens of the United States.

STATE OF CALIFORNIA)
County of Mariposa) SS.

THIS IS TO CERTIFY, That on this 30th day of July, 1943, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared James Nobuyama, and Shizuko Nobuyama, his wife, to me known to be the persons described in and who executed the foregoing and within instrument, and they acknowledged to me that they signed and executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal the day and year in this certificate first above written.



Helen Foley Thomas
Notary Public in and for the State
of California, residing at Mariposa, Cal.

MY COMMISSION EXPIRES JUNE 29, 1946.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

CARL. W. PRATO being first duly sworn upon oath deposes and says: That he is a part owner of a portion of Government Lot 2, Section 9, Township 23 North, Range 4 East, W. M., heretofore sold under contract to James Nobuyama on the 26th day of October, 1940; that he is acquainted with Augusta Prato and Lawrence Prato who are two of the parties joining in said contract of sale and affiant states that Augusta M. Prato and Augusta Prato are one and the same person and affiant further states that Lawrence Prato, L. Prato, Lorence Prato and Lorenzo Prato is also one and the same person and that C. W. Prato and Carl W. Prato is likewise one and the same person.

This affidavit is made for the purpose of clarifying the signatures subscribed to that certain contract of sale hereinabove referred to.

Carl W. Prato

SUBSCRIBED AND SWORN to before me this 26th day of November, 1940.

B. Pedra
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.



RECEIPT FOR REGISTERED ARTICLE No. 501

15 fee paid. class postage paid. July 31, 1943
(Date)

Declared value, \$ none Surcharge paid, \$

From M. Lund
(Sender)

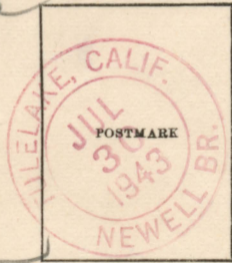
5617-P
(Street and number) (Post office and State)

Addressed to Mr. T. S. ...
(Addressee)

Box 209 - Valer ...
(Street and number) (Post office and State)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee { in person
Delivery restricted to addressee { or order
Fee paid Special delivery fee
Postmaster, per B



RECEIPT FOR REGISTERED ARTICLE No. 500

1 fee paid. 1 class postage paid. July 28, 19 42 (Date)

Declared value, \$ 5000.00 Surcharge paid, \$.28

From R. W. W. (Sender)

5617 F (Street and number) (Post office and State)

Addressed to Mr. H. P. Shield (Addressee) 5220 W

Genesee St. Seattle Wash (Street and number) (Post office and State)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee _____ { in person _____
Delivery restricted to addressee { or order _____
Special delivery fee _____
Postmaster, per B
Fee paid _____

