

CONTRACT.

WHEREAS on September 1st. 1939, a certain real estate contract was entered into, whereby RUDOLPH E. MAEDEL and LENA MAEDEL, his wife, as Vendors, contracted with ELMER TADASHI URAKAWA, to sell to said ELMER TADASHI URAKAWA, the following described real property, to-wit;

"Lots Five (5) and Six (6) in Block One (1) of Kollock's Addition to the City of Seattle, King County, State of Washington, as per plat recorded in vol. 2 of plats, page 29, records of King County, Washington"; being 1214 East Fir St., Seattle, Washington.
together with certain articles of personal property, namely-
3 beds with mattresses for each; 1 over-stuffed davenport;
1 overstuffed chair; 2 easy chairs; 1 kitchen table and 3 chairs;
3- approximately 9 x 12 carpets; 10 small rugs; 1 parlor table;
1 floor lamp, and all building materials and fixtures upon said premises; which contract is held by the Washington Mutual Savings Bank of Seattle, for collection;

And whereas, said Elmer Tadashi Urakawa, herein called the First Party, with members of his family, have been occupying and using said premises as their home;

And whereas it is necessary that said First Party and his family leave Seattle for an indefinite time; and the parties hereto desire to see that said property is properly taken care of, during the absence of the First Party and his family, from Seattle;

Now therefore, in consideration of the friendly relations existing between the parties hereto, and the confidence each of the parties has in the other, and for other good and valuable considerations, it is hereby agreed as follows;

That from the time the First Party and his family leave Seattle, and until their return to said City, the said RUDOLPH E. MAEDEL, herein called the Second Party, shall have sole and absolute charge and control of said real property and the furniture left therein by the First Party (inventory of which is hereto attached and made a part hereof) and that said Second Party will either occupy said premises personally or rent the same out to other responsible parties, and whether he personally occupies the same or rents the same

(2.)

to other parties, the Second Party agrees to pay the following items, to-wit; 1st. The regular monthly payments due the Home Owner's Loan Corporation on the first mortgage against said real property. so that there shall be no foreclosure of said mortgage; 2nd. The regular monthly payments to the Washington Mutual Savings Bank, to apply on the above mentioned real estate contract between the parties hereto; 3rd. all taxes and assessments against said real and personal property, and any balance remaining over, the Second Party may retain for his services herein, but otherwise, the First Party is not to be liable to the second party for his services in this matter.

For any extra expense, such as repairs or upkeep of said property, the Second Party agrees to pay, and all such sums legitimately and properly advanced by the Second Party for such purposes, shall be added to and become a part of the ^{said} real estate contract between the parties hereto, and be paid in regular monthly payments, as therein provided.

The Second Party agrees that he will properly look after said real and personal property, and upon the return of the First Party or members of his family, to the City of Seattle, the second party will turn over to the First Party, or members of his family returning to Seattle, said real property and the furniture therein left by the First Party, in as good state and condition as they are now in, ordinary wear and use thereof, and damage by fire or the elements only excepted.

In case, for any reason, the Second Party fails or is unable to make the specified payments, as above mentioned, he shall notify and consult with L.A. Michelson, Attorney and Agent for the First Party, 328 Railway Exchange Bldg., Seattle, Washington (phone El.6760) so that together, they may work out some proper arrangements to protect the interest of all parties concerned in this transaction.

(3.)

Second Party agrees to submit to L.A. Michelson, attorney for the first party, a correct detailed statement of all income received from said property, also a correct detailed statement of all items paid out, as above provided, every three months during the life of this agreement; and the First Party or his said attorney may visit said property at reasonable times, to inspect the same and the articles therein remaining and belonging to the First Party hereto.

This agreement, nor any interest therein, shall not be assigned by the second party, without the previous written consent of the attorney for the first party hereto.

This agreement shall bind the immediate parties hereto, and their heirs, administrators and personal representatives.

In witness whereof, the said parties have signed and executed this contract, at Seattle, Washington, on this 20th day of April, 1942.

Elmer T. Urakawa
Party of the First Part.

Rudolph E. Maedel
Party of the Second Part.

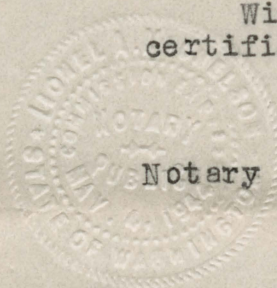
State of Washington,)SS.
County of King.)

On the 20th day of April, 1942, before the undersigned notary public in and for the State of Washington, duly commissioned, sworn and qualified, personally appeared ELMER TADASHI URAKAWA, and RUDOLPH E. MAEDEL, to me known to be the individuals described in and who executed the foregoing agreement, and acknowledged to me that they signed and executed the same as their free 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.

Leonel A. Michelson

Notary Public in and for the State of Washington residing at Seattle.



INVENTORY OF FURNITURE
belonging to Mr. Urakawa, left in house at 1214 E. Fir.

Parlor;-- 1 overstuffed divan and chair set;
3 upholstered occasional chairs;
2 floor lamps and 1 table lamp;
set of Encycloepedia Britanica and book case.
2 end tables and _____

Library;--Piano and stool;
Overstuffed sofa and chair set;
Assorted volumes and books;
1 floor lamp and end table;

Living room;- 1 upholstered chair;
1 dining room table;
4 chairs;

Kitchen;--- Gas automatic stove;
Frigidaire;
Table;
5 chairs;

Bedroom-- 2 double beds(1 mattress- 1 without)
2 single 3/4 beds with mattresses;
5 bureaus and chairs;
shades and curtains to every window;
2 sets of vacuum cleaners- 1 for floor; and 1 for
upholstered furniture.