

FORM 109
109

REAL ESTATE CONTRACT

THIS CONTRACT, made this 24th day of April, 1961, between
 GEORGE J. IVANOFF and ADA M. IVANOFF, husband and wife, hereinafter called the "seller" and
 LOUIS LaRUE and MARVEL M. LaRUE, husband and wife, hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in Skamania County,
 Washington:

Beginning at a post on the west boundary line of Section 11, Township 1 North,
 Range 5 E. W. M. (said post being the west end of a division line of Lot 1 of
 said Section, Township and Range, being also the northwest corner of the south
 25 acres of said Lot 1); thence south 68° east 970 feet to initial point of sur-
 vey; thence north 62° 15' west 275 feet to center of Cascades Military Road (old
 county road); thence following said road in a northwesterly direction to the in-
 tersection of said road with the division line of Lot 1 at corner; thence east
 1,320 feet more or less to the east line of Lot 1; thence south on east line of
 Lot 1 about 515 feet to the government meander line of the north shore of the
~~Receivable~~ Columbia River; thence following said meander line in a
 southwesterly direction to a point where initial point bears north 43° 40' west
 300 feet more or less; thence north 43° 40' west to the place of beginning;

EXCEPTING right of way of the Spokane, Portland & Seattle Railway Company and
 county roads;

ALSO EXCEPTING easements conveyed by Julius Gory and Anna Gory, his wife, to
 Frank Konopski for the uninterrupted right of ingress and egress to and from a
 certain barn.

On the following terms and conditions: The purchase price is FIVE THOUSAND FIVE HUNDRED and
 No/100 ----- (\$ 5,500.00) dollars, of which
 SEVEN HUNDRED and No/100 ----- (\$ 700.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The purchasers agree to pay the balance of the purchase price amounting to Four
 Thousand Eight Hundred and No/100 (\$4,800.00) dollars as follows: the sum of
 Three Hundred and No/100 (\$300.00) Dollars on or before October 1, 1961; and
 the remaining balance in monthly installments of Sixty and No/100 (\$60.00) Dol-
 lars or more commencing May 15, 1961 and on the 15th day of each and every mon-
 th thereafter until the full amount of the purchase price together with inter-
 est shall have been paid. The said monthly installments shall include interest
 at the rate of six (6%) per cent per annum computed upon the monthly balances of
 the unpaid purchase price, and shall be applied first to interest and then to
 principal. The purchasers reserve the right at any time they are not in default
 under the terms and conditions of this contract to pay any part or all of the un-
 paid purchase price, plus interest, then due. This contract shall not be assign-
 ed without the express written consent of the seller, and any purported assignment
 thereof without such consent shall be null and void.

The sellers agree to pay general taxes for 1961.

No. 3362

TRANSACTION EXCISE TAX

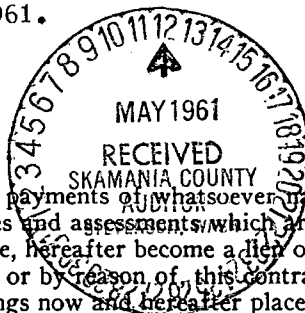
APR 25 1961

Amount Paid \$550.00

Michael P. Benneker

Skamania County Treasurer

Beverly J. Helling, Sec.



The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be
 made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by
 him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and
 also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation
 thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises
 unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller
 as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the
 purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the
 insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee;
 (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste;
 and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any pay-
 ments required to be made on account of the mortgage, or to insure the premises as above provided, the seller
 may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid
 therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the
 rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller, on full payment of the purchase price, shall procure and deliver, to the purchaser, a title policy in usual form issued by the Puget Sound Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on May 20, 1961, and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

George J. Ivanoff (Seal)
Ada M. Ivanoff (Seal)
Louise L. Ruse (Seal)
Marcel M. Ruse (Seal)

STATE OF WASHINGTON,
 County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 24th day of April, 1961, personally appeared before me George J. Ivanoff and Ada M. Ivanoff, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Raherty Salomon
 Notary Public in and for the state of Washington,

residing at Stevenson, Washington.

PUGET SOUND
 TITLE INSURANCE COMPANY

REAL ESTATE CONTRACT

FROM

George J. Ivanoff
Ada M. Ivanoff
 TO

Louise L. Ruse
et al

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Raherty Salomon

OF *Stevenson, Wash.*

AT *12:15 PM* May 12, 1961

WAS RECORDED IN BOOK *48*

OF *466* AT PAGE *466*

RECORDS OF SKAMANIA COUNTY, WASH.

BY *Salomon* COUNTY AUDITOR

DEPUTY

REGISTERED	W
MAILED: DIR.	W
INDIRECT	W
RECORDED	W
COMPARED	W
MAILED	W