



(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage, deed of trust or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) 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 statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)

STATE OF WASHINGTON,  
County of \_\_\_\_\_ ss.

On this day personally appeared before me LOUIS LA RUE and MARVEL M. LA RUE, husband & wife,  
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that  
they signed the same as their free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of September, 1977

[Signature]  
Notary Public in and for the State of Washington  
residing at Stevenson

WHEN RECORDED, RETURN TO



84973



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE  
STATE OF WASHINGTON  
COUNTY OF SKAMANIA

Filed for Record at Request of

NAME  
ADDRESS  
CITY AND STATE

REGISTERED E  
INDEXED: DIR. E  
INDIRECT: E  
RECORDED:  
COMPARED  
MAILED

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
Stone & Syntex  
OF Stevenson, WA  
AT 11:35 A.M. 9-28-77  
WAS RECORDED IN BOOK 73  
OF Recd AT PAGE 547  
RECORDS OF SKAMANIA COUNTY, WASH.  
[Signature]  
COUNTY CLERK

The portion of the following described tract lying Southerly of the Highway Drive County Road in the Northwest Quarter of Section 11, Township 1 North, Range 5 E.W.M., described as follows:

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  $68^{\circ}$  East 970 feet to initial point of survey; thence North  $62^{\circ}$  15' West 275 feet to center of Castanas Military Road (Old County Road); thence following said road in a Northwesterly direction to the intersection 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 Columbia River; thence following said Meander line in a Southwesterly direction to a point where initial point bears North  $43^{\circ}$  40' West 300 feet, more or less; thence North  $43^{\circ}$  40' West to the place of beginning; EXCEPT right of way of the Spokane, Portland & Seattle Railway Company and County roads; and EXCEPT easements conveyed by Julius Gory and Anna Gory, his wife, to Frank Konopski for the uninterrupted right of access and egress to and from a certain barn.