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## SAFECO

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THIS CONTRACT, made and entered into this 4th February , 1985, day of between LES CRANEY and FLORENCE CRANEY, husband and wife; and DAVID THOMPSON and TERRI THOMPSON, husband and wife,

hereinafter called the "seller," and BILL D. LYONS, a single man, and DEAN F. CARR, a single man,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the

following described real estate, with the appurtenances, in Skamania The Southeast Quarter of the Southwest Quarter of Section 22, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington.
TOGETHER WITH a permanent easement on and over an existing logging road 40 feet in width running across and along the South side of the Southwest Quarter of the Southeast Quarter of the aforesaid Section 22, for the purpose of egress and ingress to and from the tract herein conveyed, to the County Road known as the Kelly-Henke Road. SUBJECT TO those easement, terms, conditions, agreements, and reservations as recorded in Recording No. 23785, Volume 2, page 215 and as recorded under Auditor's File Numbers 48531, 49811, 51397, 83634, 69209, 87394, 85557, 86425 and those reservations contained in deed recorded under Recording No. 52577, Volume 44, page 68.

The terms and conditions of this contract are as follows: The purchase price is. NINETY-FIVE THOUSAND-------(\$ 95,000.00) Dollars, of which FORTY THOUSAND----

In four (4) quarterly installments of TWO THOUSAND FIVE HUNDRED (\$2,500.00) Dollars due on or before May 15, 1985, August 15, 1985, November 15, 1985, and March 15, 1986; then purchasers further herein agree to make annual payments of TEN THOUSAND (\$10,000.60) Dollars on or before the 1st day of October, 1986, and FIVE THOUSAND (\$5,000.00) Dollars on or before the 1st day of October of each succeeding calendar year until the balance of both principal and interest shall be paid in full. The unpaid balance of the purchase price shall at all times bear interest at ten (10%) per cent per annum, payable on the installment due dates. Interest shall be paid in addition to principal installments and shall commence on the 25th day of <u>January</u>, 1985. It is herein agreed that the balance of said contract can be paid in full at any time without penalty.

It is hereby agreed that upon payment of the down payment and closing, purchasers will be allowed to remove timber for sale of same. Seller agrees to reduce his underlying contract to FORTY THOUSAND (\$40,000.00) Dollars, or less to permit said logging. After annual payment has been made on or before October 1, 1987, Sellers to grant partial deed releases to five (5) acre tracts at \$1,000.00 per acre. All costs to secure said release to be paid by Purchasers. Any acreage released shall not landlock physically or legally any of the remaining acreage.

PURCHASERS ACKNOWLEDGE Contract from FARIS to CRANEY & THOMPSON, #93191.

The parties hereto agree that any assignment or nominee of Purchaser of the Contract shall be subject to the approval of the Sellers which shall not be unreasonably withheld.

All payments to be made hereunder shall be made at Sellers' address: 20625 Michigan Hill RD. S. W. or at such other place as the seller may direct in writing. Rochester, WA 98579

As referred to in this contract, "date of closing" shall be \_January 25, 1985

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- (4) The purchaser assumes all hazards of damage to ar destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage,
  destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use,
  the portion of the condemnation award remaining aftr. payment of reasonable expenses of procuring the same shall be paid to
  the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or
  damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable
  expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable
  time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

  (5) The seller has delivered or agrees to deliver within 15 days of the date of closing a purchaser's policy of title insurance in standard
- (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than
  - a. Printed general exceptions appearing in said policy form,
  - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
  - Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obliga-tion, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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\_\_\_ESPURY

(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 folling 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 or closing through any person other than the seller, and subject to the following:

Those easements, terms, conditions, agreements and reservations of record.

(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 seller may make such payment 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 teason 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 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 dains so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfested to the seller as liquidated damages, and the seller shall have right to re-enter and take passession of the real estate; and no waiver by the seller.

Service upon purchaser of all demands, notices or other papers with respect to forfesture 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

with such suit, and also the reasonable cost of searching r commenced, which sums shall be included in any judgment o	ecords to determine the condition	n of title at the date such suit is
IN WITNESS WHEREOF, the parties hereto have executed		st written above.
BILLYONS LYNN	LES CHANEY Coronery	(SEAL)
DEAN F. CARR Y ASS	HORENCE CRANEY	GENEZ (SEAL)
STATE OF WASHINGTON, Purchasers	DAVID THUMPSON 2	(SEAL)
County of Muston	Minist I	haman SEAL)
On this day personally appeared before me LES CRANEY, FLORENCE CRANEY, DAVID THOMP to me known to be the individual described in and who ex	SON and TERRY THOMPSON	istrument, and acknowledged that
they signed the same as	their	free and voluntary act and deed
for the uses and purpores therein mentioned.		
GIVEN under my frank and official seal this $447$	day of Feb	1985
	XIDa	UD Davis
WHEN RECORDED, RETURN TO	Notary Public in and by residing at	the State of Washington
	CONVEYANCES CONVEYANCES	CONVEYANCES
JOSEPH L. UDALL, Attorney at Law	STEED OF	CONVEYANCES
F. O. Box 417 White Salmon, WA 98672	有自己有自	
	1901	
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	IFTY POLLARS FIFTY DOLLARS.	ONE DOLLAR FIFTY CENTS

