

<b>WHEN RECORDED RETURN TO:</b>
Lyle and Wilma Chaffee
4122 R STREET
WASHOUGAL, WA, 98671-9175

<b>DOCUMENT TITLE(S)</b>	
CONTRACT FOR DEED	
<b>REFERENCE NUMBER(S)</b> of Documents assigned or released:	
<input type="checkbox"/> Additional numbers on page _____ of document.	
<b>GRANTOR(S):</b>	
Lyle W. & Wilma J. Chaffee	
<input type="checkbox"/> Additional names on page _____ of document.	
<b>GRANTEE(S):</b>	
John K. Ziegler, and Denise J. Ziegler	
<input type="checkbox"/> Additional names on page _____ of document.	
<b>LEGAL DESCRIPTION</b> (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):	
THE EAST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON	
<input type="checkbox"/> Complete legal on page _____ of document.	
<b>TAX PARCEL NUMBER(S):</b>	03050000050000, 03050000050100, <i>jm 9/26/16</i> 03050000050200, 03050000050300
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.	

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX  
32113  
SEP 27 2016  
PAID 5742.50  
*Cy deputy*  
SKAMANIA COUNTY TREASURER

LPB 01-05

**AFTER RECORDING MAIL TO:**

Name Lyle W. Chaffee  
Address 4122 R Street  
City/State Washougal, WA.,  
98671-9175

**CONTRACT FOR DEED**

THIS CONTRACT FOR DEED (this "Agreement") dated this 19th day of September, 2016

**BETWEEN:**

Lyle W. Chaffee of 4122 R Street, Washougal, WA., 98671, USA, and  
Wilma J. Chaffee of 4122 R Street, Washougal, WA., 98671, USA, Husband and Wife  
(collectively the "Seller")  
OF THE FIRST PART

**AND**

John K. Ziegler of 2309 G Street, Washougal, WA., 98671, USA, and  
Denise J. Ziegler of 2309 G Street, Washougal, WA., USA, Husband and Wife  
(collectively the "Purchaser")  
OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and  
other good and valuable consideration, the receipt of which is hereby acknowledged, the parties  
to this Agreement agree as follows:

**Sale of Property**

On the 19<sup>th</sup> day of September, 2016, the Seller, for and in consideration of the sum of  
\$375,000.00, does hereby convey and grant with warranty covenants to the Purchaser, all  
of the following lands and property, together with all improvements located on the property:

THE EAST HALF OF SECTION 24, TOWNSHIP 3 NORTH,  
RANGE 5 EAST OF THE WILLAMETTE MERIDIAN,  
SKAMANIA COUNTY, WASHINGTON (the "Premises").

Assessor's Parcel Numbers: 03050000050000, 03050000050100, 03050000050200,  
03050000050300

Skamania County Assessor

Date 9-26-16 Parcel# See Above  
*jm*

**Purchase Price**

The purchase price (the "Purchase Price") of the Premises is \$375,000.00. The Purchaser  
agrees to pay the one-half (1/2) of the closing costs upon execution of this Agreement and the  
balance of the Purchase Price being payable in monthly installments of \$6,738.26, due on the  
10th of each month, beginning on January 10, 2017 until the Purchase Price is paid in full.

**Interest Charges**

Interest of 3% per year will be computed monthly and deducted from the monthly  
payments. The balance of the monthly payment will be applied to the principal amount  
of the Purchase Price outstanding.

**Lump Sum Payments**

Lump sum payments may be made at any time, without penalty, to reduce the principal  
amount of the Purchase Price outstanding.

**Property Taxes and Assessments**

For the duration of this Agreement, the Purchaser will be responsible for all taxes, and  
assessments levied against the Premises.

**Assessor's Parcel Numbers:**

03050000050000,  
 03050000050100,  
 03050000050200,  
 03050000050300

**Insurance**

Purchaser assumes liability for any damage or loss arising from the actions of the purchaser.

**Purchaser's Default**

In the event of the Purchaser's failure to perform any covenant or condition contained in this Agreement, the Seller will give the Purchaser a notice of default. The notice will give the Purchaser 14 days from the date the notice is received to remedy the default. If the Purchaser fails to remedy the default within 14 days, then the entire balance of the Purchase Price, including interest payable, will become due 30 days after the 14 day period to remedy the default expires (the "Notice Period"). Failure to pay the full amount of the Purchase Price owing will result in the termination of this Agreement at the end of the Notice Period.

The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 14 days of the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.

In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement.

The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

**Seller's Right to Reinstate Agreement After Default**

In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to:

- (i) pay all amounts due and owing under this Agreement had the Agreement not been terminated;
- (ii) cure any defaults that have occurred; and
- (iii) pay all expenses incurred by the Seller in enforcing their rights under this Agreement.

All payments made under the preceding provision must be made in a form acceptable to both parties.

**Assignment or Sale of the Premises**

The Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.

**Deed and Evidence of Title**

Upon payment of the full Purchase Price, including all taxes, assessments, interest, and other charges due to the Seller, the Seller agrees to deliver to the Purchaser, within a reasonable amount of time, a Warranty Deed to the Premises in the name of the Purchaser, free and clear of all liens and encumbrances.

**Assessor's Parcel Numbers:**

03050000050000,  
03050000050100,  
03050000050200,  
03050000050300

## **Notices**

All notices required to be sent under this Agreement will be sent by mail to:

If to the Purchaser:

John K. Ziegler of 2309 G Street, Washougal, WA., 98671, USA, and  
Denise J. Ziegler of 2309 G Street, Washougal, WA., USA.

If to the Seller:

Lyle W. Chaffee of 4122 R Street, Washougal, WA., 98671, USA, and  
Wilma J. Chaffee of 4122 R Street, Washougal, WA., 98671, USA.

## **Security**

This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

## **Time of the Essence**

Time is of the essence for the performance of all of the Purchaser's obligations under this Agreement.

## **Attorney Fees**

In the event of a default by the Purchaser, the Purchaser will pay all the Seller's reasonable and actual attorney fees associated with enforcing the Seller's rights under this Agreement. The default will not be deemed to be corrected until all attorney fees have been paid.

## **Entire Agreement**

This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent that it is incorporated into this Agreement.

## **Amendments**

Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

## **Interpretation**

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Assessor's Parcel Numbers:

03050000050000,  
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03050000050300

### Joint and Several Liability

All Sellers are jointly and severally liable for the acts, omissions, and liabilities of all other Sellers to this Agreement.

### Waivers

A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

### Severability

If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Washington (the "Act"), the Act will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable and all other provisions of this Agreement will nevertheless continue to be valid and enforceable as

### Heirs and Assigns

This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

### Additional Clauses

Interest at 3.0 % per annum on the contract shall start October 15, 2016 and paid January 10, 2017. The total amount being \$ 2687.50. The first full payment of \$6,738.26 to be due January 10, 2017 and it will be applied to the principle.

John Ziegler will assume all contract liabilities with Lewis River Nursery for seedlings.

John Ziegler will assume all responsibility with the Dept. of Natural Resources to comply with the Forestry Practice Act.

Lyle Chaffee will be allowed to complete the logging operation that is currently underway and be entitled to all proceeds from said operation.



Assessor's Parcel Numbers:

03050000050000,  
03050000050100,  
03050000050200,  
03050000050300

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 19<sup>th</sup> of September, 2016.

(Sign) Lyle W. Chaffee (Print) Lyle W. Chaffee (Seller)      (Sign) Wilma J. Chaffee (Print) Wilma J. Chaffee (Seller)

(Sign) John K. Ziegler (Print) John K. Ziegler (Purchaser)      (Sign) Denise J. Ziegler (Print) Denise J. Ziegler (Purchaser)

SELLER and PURCHASER ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF CLARK

On this day personally appeared before me Lyle W. Chaffee, and Wilma J. Chaffee, to me, and John K. Ziegler, and Denise J. Ziegler known to be the individuals 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 19<sup>th</sup> of September, 2016.

Notary Public

Resides at: Clark County, WA

My commission expires: July 3, 2017

PURCHASER ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF Clark

On this day personally appeared before me, to me known to be the individuals 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 19 of September, 2016.

Candace Stogin  
Notary Public

Resides at: Clark County WA

My commission expires: July 3, 2017

