

Doc # 2005156427
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Date: 03/01/2005 01:31P
Filed by: JOHN A MARTIN
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$21.00

Return Address:

JOHN A MARTIN
5206 SW BAIRD ST.
PORTLAND, OR 97219

Document Title(s) or transactions contained herein:	
Agreement to Sell Real Estate	REAL ESTATE EXCISE TAX 24709 MAR 01 2005
GRANTOR(S) (Last name, first name, middle initial) MARTIN, JOHN A.	PAID 832.416250 994.50 Vicki Chelland SKAMANIA COUNTY TREASURER
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial) Wilbur, BRIAN Wilbur, Beth	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) CABIN site #193 of NORTHWOODS - see complete legal - page 2	
<input type="checkbox"/> Complete legal on page _____ of document. Gary H. Martin, Skamania County Assessor. Date 3-1-05 Parcel # 96-000193	
REFERENCE NUMBER(S) of Documents assigned or released:	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 96-000193	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

Agreement to Sell Real Estate

John Martin
of 5206 SW Baird St., Portland, OR
and Brian & Beth Wilbur as Seller,
of 2127 Bonnie Ln, Forest Grove, OR as Buyer, hereby

agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS
HEREINAFTER SET FORTH, within this contract.

1. **LEGAL DESCRIPTION** of real estate located in Skamania
County, State of Washington

Lot #193, Northwoods, WA, Cabin and property (personal property)

Gary H. Martin, Skamania County Assessor

Date 3-1-05 Parcel # 96-000193

2. **PURCHASE PRICE** Sixty five thousand dollars and no cents
Dollars (\$ 65,000).

Method of Payment:

- | | | |
|-----|--|-----------------|
| (a) | Deposit to be held in trust by _____ | \$ <u>0</u> |
| (b) | Approximate principal balance of first mortgage to which conveyance shall be subject, if any. Mortgage holder: _____ | \$ <u>0</u> |
| | Interest <u>5</u> % per annum. | \$ _____ |
| (c) | Other: _____ | \$ _____ |
| (d) | Cash, certified or local cashier's check on closing and delivery of deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations). | \$ <u>6,500</u> |

3. **PRORATIONS:** Taxes, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of the date of closing.

4. **RESTRICTIONS, EASEMENTS, LIMITATIONS:** Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other: _____

Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

5. **DEFAULT BY BUYER:** If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. **DEFAULT BY SELLER:** If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

22. **RADON GAS:** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____ Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. **LEAD PAINT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

24. **SPECIAL CLAUSES:** _____

~~Sixty monthly payments of \$537.83 (see attached schedule) due beginning 1/30/05 and monthly thereafter. Payments are due by the fifth of the following month.~~

~~Balloon payment of \$36,216 due seller by 1/5/2010~~

COMMISSION TO BROKER: The Seller hereby recognizes _____ as the Broker in this transaction, and agrees to pay as commission _____ % of the gross sales price, the sum of _____ Dollars (\$ _____) or one-half of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.

WITNESSED BY:

Witness:

[Signature]

Date:

1/29/05

Witness:

Date:

Seller:

[Signature]

Date:

1/29/05

Buyer:

[Signature]

Date:

1/29/05

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