

105720

BOOK 110 PAGE 732

BARGAIN AND SALE DEED

Charles B. Rushford and Guadalupe C. Rushford, husband and wife, Grantors, not for consideration but to correct and conform legal title to reflect the true ownership of the described property, do hereby bargain, sell, and convey to Chas. B. Rushford, Jr., D.D.S., P.C., an Oregon professional corporation, Grantee, the following described real estate situated in the County of Skamania, State of Washington:

Lot 2 of the Bert Sooter Short Plat recorded in Book 3 of Short Plats at Page 86, as Auditor's File No. 100315, Records of Skamania County, Washington.

Also described as follows:

Commencing at the North Quarter corner of Section 22, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington; thence along the center line of School House Road South 01° 07' 18" West 1,327.67 feet to a point; thence South 89° 10' 03" East a distance of 539 feet to an iron pipe being the Southwest corner of Lot 2, Bert Sooter Short Plat, as recorded in Book 3 of Short Plats, Page 86 and the true point of beginning of the parcel herein described; thence North 01° 07' 18" East 240 feet to an iron pipe at the Northwest corner of said Lot 2; thence South 89° 10' 03" East 192 feet to an iron pipe at the Northeast corner of said Lot 2; thence South 01° 07' 18" West 240 feet to an iron pipe at the Southeast corner of said Lot 2; thence North 89° 10' 03" West 192 feet to the iron pipe at the initial point of this description.

Subject to liens, encumbrances, and restrictive covenants of record, including those set forth on attached and incorporated Exhibit A.

DATED this 26 day of Aug, 1988.

Charles B. Rushford
STATE OF OREGON

Guadalupe C. Rushford

County of Washington } ss.

NOTARY This instrument was acknowledged before me on 8-26-88, 1988, by Charles B. Rushford and Guadalupe C. Rushford.

Carol Ann Oster

Notary Public for Oregon

My commission expires: 8-2-91

Registered S

In

for

1 of 2

Glenda J. Kimmel, Skamania County Assessor
By: DM Per 2-10-22-192

12224
REAL ESTATE EXCISE TAX

SEP 2 1988

PAID Exempt

SKAMANIA COUNTY TREASURER

FILED FOR RECORD
SKAHANIA CO. WASH
BY KATHERINE M. ZAKO

SEP 2 12 44 PM '88

J. M. Olson, Dep.

AUDITOR
GARY M. OLSON

Grantors:

Charles B. Rushford
Guadalupe C. Rushford
3051 S.W. Wembley Park Road
Lake Oswego, Oregon 97034

Grantee:

Chas. B. Rushford, Jr., D.D.S., P.C.
1018 Medical-Dental Building
833 S.W. 11th Avenue
Portland, Oregon 97205

After recording return to:

Howard A. Rankin
1600 Benj. Franklin Plaza
One S.W. Columbia Street
Portland, Oregon 97258

Until a change is requested,
all tax statements shall be sent
to the following address:

3051 S.W. Wembley Park Road
Lake Oswego, Oregon 97034

SPACE RESERVED
FOR
RECORDER'S USE

RESTRICTIVE COVENANTS

CHAS. B. RUSHFORD, Jr., D.D.S., P.C., an Oregon corporation, Covenantor, for itself and its successors and assigns, hereby covenants with CHARLES B. RUSHFORD and GUADALUPE C. RUSHFORD, husband and wife, Covenantee, their heirs, executors, administrators, and assigns, that the below stated covenants are agreed to:

1. To refrain from cutting, falling or destroying in any way any of the Oak or Conifer trees that are now over fourteen inches in diameter at breast height presently growing on the conveyed property, except as needed for the placement or construction of improvements.

2. To raise only livestock for its family that can be consumed in one (1) year's time.

3. To keep domestic pets within reason keeping in total no more than two (2) dogs.

4. The property conveyed shall not be used for any commercial purposes whatsoever unless the prior consent of Covenantee, their heirs, successors or assigns, is first obtained in writing.

5. To act in a prudent manner in all things so not to disturb the Covenantee, the neighborhood or the community.

Covenantor agrees that all the restrictions contained in this Agreement shall be inserted in full in all future deeds of the property being transferred by this deed.

It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, if invalid or void, such invalidity shall in no way affect any other covenant, condition or restriction.

All successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations applicable to this conveyance as the original parties hereto.

It is further agreed by Covenantor that each and all of the restrictions contained herein shall, as between the parties hereto, their heirs, successors and assigns, be deemed to be and construed as express conditions subsequent, on each of which the conveyance is made. If Covenantor shall neglect or fail to perform and to comply strictly with the several restrictions on its part, or any of them, Covenantee and their successors may at any time thereafter serve on Covenantor a notice in writing, specifying the particular or particulars in which default or a breach thereof has been made and directing it to remedy such default or breach. Should Covenantor thereafter for a period of sixty (60) days (time being of the essence of this provision) fail fully and entirely to remedy such

breach or default, then a notice in writing may be served on it, its successors and or assigns, by the Covenantor, notifying it that Covenantor elects that the title to the whole of the conveyed premises shall immediately and without the necessity of any further action on the part of Covenantor, revert to and re-vest in Covenantor, and Covenantor shall lose and forfeit all of its rights, title and interest in and to the whole of the conveyed premises and to the improvements and fixtures thereon, and Covenantor shall have the right of re-entry to the conveyed premises.

In addition to the remedies set forth above, Covenantor reserves the right to enforce any covenants, conditions, or restrictions contained herein by any other appropriate action as their option.

IN WITNESS WHEREOF, the parties have executed this instrument this 26 day of Aug, 1988.

COVENANTOR: CHAS. B. RUSHFORD, Jr., D.D.S., P.C.

By: Charles B. Rushford
Charles B. Rushford, President

COVENANTEE: Charles B. Rushford and Guadalupe C. Rushford
CHARLES B. RUSHFORD and GUADALUPE C. RUSHFORD

STATE OF OREGON)
) ss.
County of Washington)

On this 26th day of August, personally appeared Charles B. Rushford in his capacity as President of CHAS B. RUSHFORD, Jr., D.D.S., P.C., an Oregon corporation, and acknowledged the foregoing instrument to be the voluntary act and deed of the professional corporation.

(SEAL)

Carolyn Oster
Notary Public for Oregon
My commission expires: 8-2-91

STATE OF OREGON)
) ss.
County of Washington)

On this 26th day of August, personally appeared Charles B. Rushford and Guadalupe C. Rushford, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(SEAL)

Carolyn Oster
Notary Public for Oregon
My commission expires: 8-2-91