

110574



First American Title Insurance Company

Filed for Record at Request of

Name WILLIAM C. REAGAN
c/o MT. ADAMS TITLE CO.
 Address P.O. BOX 735
 City and State WHITE SALMON, WASHINGTON 98672

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD
 BY SKAMANIA CO. TITLE

DEC 11 4 31 PM '90

GARY M. OLSON

Statutory Warranty Deed

THE GRANTOR HOWARD E. SOOTER, Executor of the estate of Elva Mae Sooter---
 for and in consideration of Fulfillment of Contract---
 in hand paid, conveys and warrants to WILLIAM C. REAGAN, a single man---
 the following described real estate, situated in the County of Skamania, State of Washington:

See Attached exhibit 'A'

SUBJECT TO: See attached Exhibit 'B'

Registered ☒
 Indexed, ☒
 Indexed ☒
 Filed 12-14-90
 Mailed ☒

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated November 22, 1985, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on December 2, 1985, Rec. No. 10580
 Dated December 19, 1990

Howard E. Sooter
 HOWARD E. SOOTER

NA
 REAL ESTATE EXCISE TAX

DEC 12 1990

PAID See excise 10580

JW Deputy
 SKAMANIA COUNTY CLERK

STATE OF WASHINGTON

COUNTY OF Klickitat

On this day personally appeared before me

Howard E. Sooter

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
12th day of December, 1990

Notary Public in and for the State of Washington, residing at
White Salmon

STATE OF WASHINGTON

COUNTY OF _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____
 to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at _____

By: Stacy Parcel # 3-10-22-195
 12/11/90
 Gloria J. Kimmel, Skamania County Assessor

Lot 3 of the Howard Sooter Short Plat recorded in Book 3 of Short Plats at Page 87, as Auditor's File No. 100354, 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, and running thence East along the North line of said Section 22 a distance of 1,324.60 feet; thence South $01^{\circ} 09' 30''$ West a distance of 332.17 feet to an iron rod; thence South $89^{\circ} 12' 01''$ East a distance of 909.27 feet to an iron pipe at the Southwest corner of Lot 3 of the Howard Sooter Short Plat as recorded in Book 3 of Short Plats on Page 87, which is the true point of beginning of the description herein; thence North $00^{\circ} 47' 19''$ East 149.40 feet to an iron pipe at the Northwest corner of said Lot 3; thence South $89^{\circ} 12' 02''$ East 168.21 feet to an iron pipe on the Southwesterly right-of-way line of Cooper Avenue, said point being the Northeast corner of said Lot 3; thence South $37^{\circ} 41' 46''$ East along the southwesterly line of Cooper Avenue a distance of 190.89 feet to an iron pipe at the Southeast corner of said Lot 3; thence North $89^{\circ} 12' 01''$ West 287.01 feet to the iron pipe at the initial point of this description.

W.C.B.

UNOFFICIAL COPY

WILLIAM C. REAGAN, a single man, Covenantor, for himself, his heirs, executors, administrators, and assigns, hereby covenants with HOWARD E. SOOTER, Executor of the Estate of Elva Mae Sooter, Covenantee, his heirs, executors, administrators, and assigns, that:

1. No building whatever except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed or permitted on the conveyed premises or any part thereof, and such dwelling house permitted on the conveyed premises shall be used as a private residence only; provided, however, that the original grantee under the within contract (but not his assigns or successors) may place a single-wide mobile home on the conveyed premises for use as a residence for a period of no more than five (5) years from the date hereof.

The term "dwelling house" as used herein shall include a double-wide mobile home or modular home, but shall not include a single-wide mobile home.

2. The property conveyed by the within contract shall not be used for any commercial purposes whatever unless the prior consent of covenantee, his heirs, successors or assigns, is first obtained in writing.

3. No horse, cow, hog, goat, or any other type of livestock shall be kept or maintained on the property conveyed by the within contract or any portion thereof, nor shall any chicken yard or similar facility be maintained thereon. No more than two (2) dogs shall be kept or maintained on the conveyed property.

4. None of the oak trees over fourteen inches in diameter at breast height presently growing on the conveyed property shall be cut, damaged or destroyed unless the prior consent of covenantee, his heirs, successors or assigns, is first obtained in writing.

Covenantor agrees that all the restrictions contained in this agreement shall be inserted in full in all future deeds of the property covered by the within contract.

It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness 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 his part, or any of them, covenantee and his 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 him 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 him by Covenantee, notifying him that Covenantee elects that the title to the whole of the conveyed premises shall revert to Covenantee, and thereupon the title to the whole of such premises shall immediately and without the necessity of any further action on the part of Covenantee, revert to and re-vest in Covenantee, and Covenantor shall lose and forfeit all of his rights, title, and interest in and to the whole of the conveyed premises and to the improvements and fixtures thereon, and Covenantee shall have the right of re-entry to the conveyed premises.

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