

D.E.

MARX
ASSOCIATES, INC.

SUITE 602 • 1217 E. BURNSIDE • P.O. BOX 565 • GRESHAM, OREGON 97030 • (503) 667-5550

8 FEB 85

February 4, 1985
Account No. 5010

LEGAL DESCRIPTION FOR MR. DENNIS YOST (PARCEL I)

A portion of the East one-half of Lot 35 in the duly recorded plat of "ASCOT ACRES", situated in the Southeast one-quarter of Section 35, Township 1 North, Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at an iron rod in the east line of said Lot 35 that bears S.2°04'13"W., 170.67 feet from the northeast corner thereof; thence N.88°48'47"W., parallel with the north line of said Lot 35, a distance of 57.50 feet to an iron rod; thence S.2°04'13"W., parallel with said east line, a distance of 100.33 feet to an iron rod in the north right-of-way line of S.E. Stark Street (80 feet in width); thence S.88°48'47"E., along said right-of-way line, a distance of 57.50 feet to a point in the east line of said Lot 35; thence N.2°04'13"E., along said east line, a distance of 100.33 feet to the point of beginning; containing an area of 5,769 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
OCT. 22, 1954
DONALD E. MARX
312

EXEMPT MINOR PARTITION
(Under Mult Co Ord #174)
date February 8, 1985
by Gary L. Clifford
for Irving G. Ewen
Land Development Section
MULT CO ENVIRON SERVICES

Ref: DR 78-11-07

3044

D.E.

MARX
ASSOCIATES, INC.

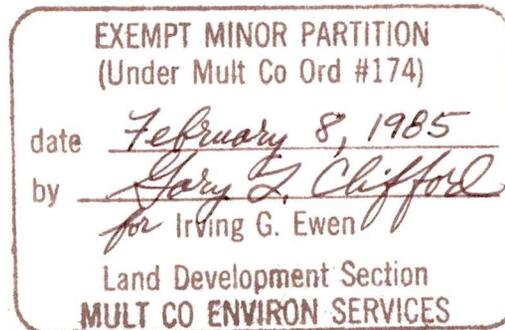
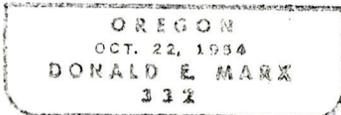
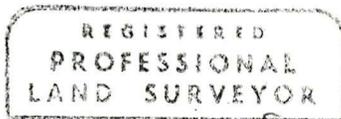
SUITE 602 • 1217 E. BURNSIDE • P.O. BOX 565 • GRESHAM, OREGON 97030 • (503) 667-5550

February 4, 1985
Account No. 5010

LEGAL DESCRIPTION FOR MR. DENNIS YOST (PARCEL II)

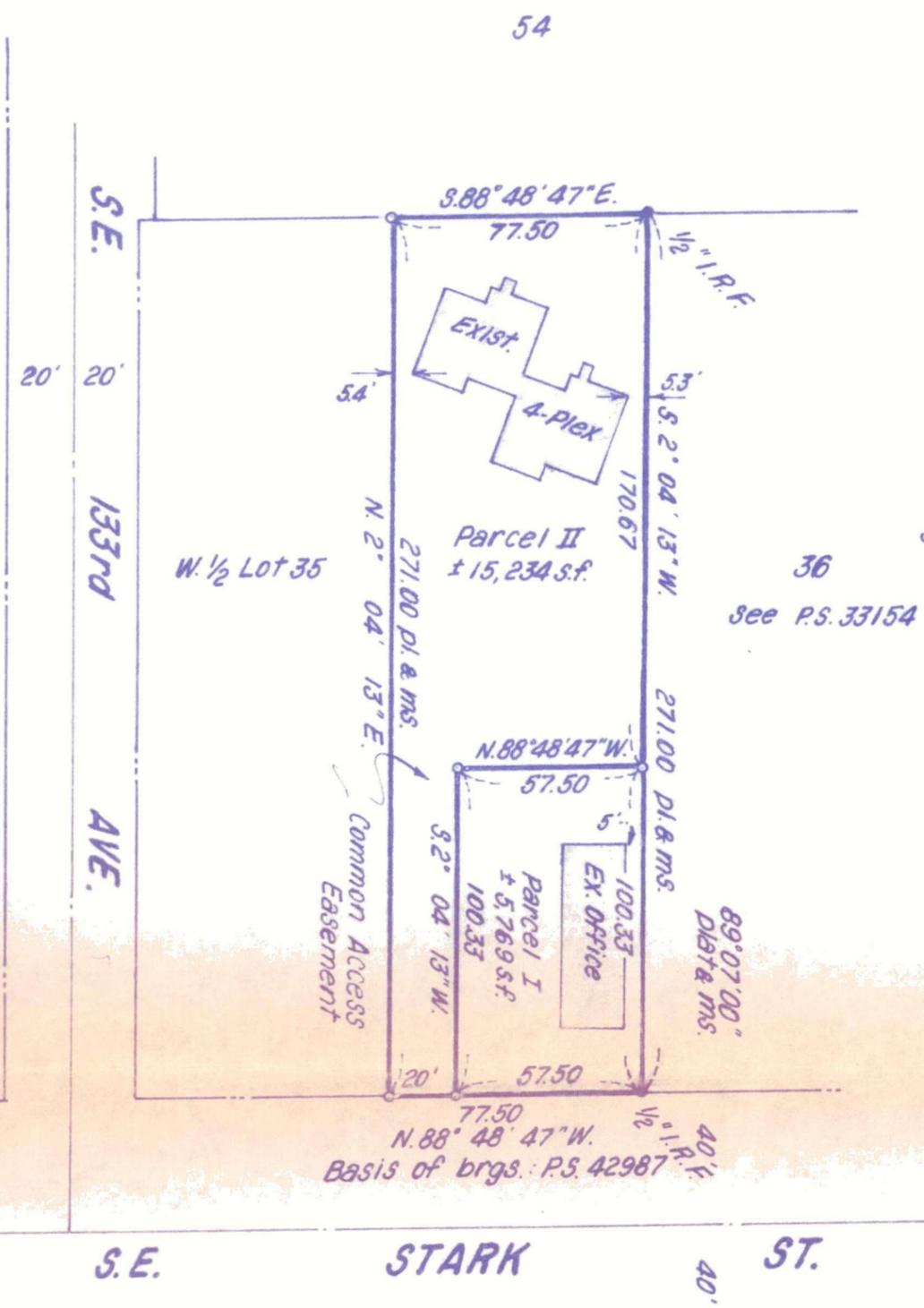
A portion of the East one-half of Lot 35 in the duly recorded plat of "ASCOT ACRES", situated in the Southeast one-quarter of Section 35, Township 1 North, Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at the northeast corner of said Lot 35; thence S.2°04'13"W., along the east line thereof, a distance of 170.67 feet to an iron rod; thence N.88°48'47"W., parallel with the north line of said Lot 35, a distance of 57.50 feet to an iron rod; thence S.2°04'13"W., parallel with said east line, a distance of 100.33 feet to an iron rod in the north right-of-way line of S.E. Stark Street (80 feet in width); thence N.88°48'47"W., along said right-of-way line, a distance of 20.00 feet to the southwest corner of said East one-half of Lot 35; thence N.2°04'13"E., along the west line thereof, a distance of 271.00 feet to the northwest corner of said East one-half of Lot 35; thence S.88°48'47"E., along the north line thereof, a distance of 77.50 feet to the point of beginning; containing an area of 15,234 square feet, more or less.



Ref: DR 78-11-07

WESTERN MICROFILM-LITHOGRAPHICS



NOTES:

- 1.) Date Surveyed: February 6, 1985;
- 2.) "o" denotes 5/8" X 30" iron rod (I.R.) with yellow plastic cap marked "MARX ASSOCS., INC."
- 3.) "•" denotes monument found as shown;
- 4.) "ms." denotes "measured"; "pl." denotes "plat";
- 5.) Basis of bearings: As Shown.

NARRATIVE:

The purpose of this survey was to establish and mark the perimeter and interior boundaries of subject property for an Exempt Minor Partition.

Monumentation was found, measured and held together with plat angle and distance.

EXEMPT MINOR PARTITION
(Under Mult Co Ord #174)

date February 8, 1985
by Gary L. Clifford
for Irving G. Ewen

Land Development Section
MULT CO ENVIRON SERVICES

Ref: DR 78-11-07

SURVEY for EXEMPT MINOR PARTITION of the E. 1/2 of LOT 35
"ASCOT ACRES"
Sited in the S.E. 1/4 Sec. 35, T.1N., R.2E., W.M.

DE
MARX
ASSOCIATES, INC.
Suite 602 • 1217 E. Burnside • P.O. Box 565 • Gresham, Oregon 97030 • (503) 667-5550

Multnomah Co., Oregon

checked by dem, Sr.
drawn by dem, Feb. 6, 1985
account no. 5010

REGISTERED
PROFESSIONAL
SURVEYOR
[Signature]
DOWNS & MARR
1982



Yost Insurance Center

Brokers for your every insurance need.

Dennis G. Yost
503 - 256-4217

13343 S.E. Stark St.
Portland, Oregon 97233

531385 \$

ROAD MAINTENANCE AGREEMENT

This Agreement shall supersede the Agreement dated May 23, 1983 and recorded May 24, 1983 in Book #1666, page #454, Multnomah County Records.

WHEREAS, Dennis G. Yost and Pamela J. Yost are the fee owners of the following described real property;

The East 1/2 of Lot 35, Ascot Acres, Multnomah County, State of Oregon, and

WHEREAS, United States National Bank of Oregon holds a mortgage upon a portion of said hereinabove described real property, together with an easement, described as follows:

The East 57.5 feet of the South 100.33 feet of Lot 35, Ascot Acres, in the County of Multnomah and State of Oregon; together with an easement for ingress and egress over the South 100.33 feet of the West 20 feet of the East half of said Lot 35; subject to the rights of the public over the South 10 feet thereof within S. E. Stark Street, andd

WHEREAS, Dennis G. Yost and Pamela J. Yost have applied to Federal Housing Administration for a loan to construct an apartment complex upon the following described portion of the hereinabove described real property described as follows:

The East half of Lot 35, except the East 57.5 feet of the South 100.33 feet, Ascot Acres, in the County of Multnomah and State of Oregon, subject to an easement for ingress and egress over the South 100.33 feet of the West 20 feet of the East half of said Lot 35; and subject to the right of the public over the South 10 feet thereof within S. E. Stark Street, and

Whereas as a condition of granting said loan, the Federal Housing Administration requires that a joint maintenance agreement and maneuvering easement be entered into that will provide that in the event Dennis G. Yost and Pamela J. Yost should sell either or both of the properties upon which United States National Bank of Oregon or the Federal Housing Administration is the mortgagee, the Purchaser or Purchasers shall be bound by this Agreement.

NOW, THEREFORE, Witnesseth:

Dennis G. Yost and Pamela J. Yost by this agreement hereby covenant and agree that in the event either or both of the hereinabove described real properties that are encumbered by a mortgage or mortgages, that the following agreement shall be binding upon their purchasers, their heirs, or assigns:

Any purchaser of the hereinabove described property shall be bound by the following:

Recorded By
Title
Insurance Company

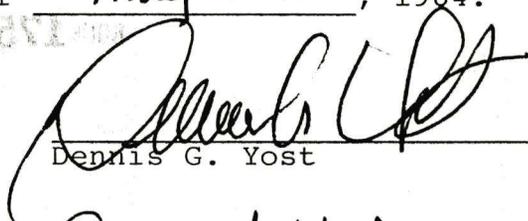
TITLE INSURANCE COMPANY HAS REVIEWED THIS INSTRUMENT BY REQUEST AS AN ACCOMMODATION ONLY AND HAS NOT EXAMINED IT FOR REGULARITY AND SUFFICIENCY OR AS TO ITS EFFECT UPON THE TITLE TO ANY REAL PROPERTY THAT MAY BE DESCRIBED THEREIN.

38337

1. The West 2' of the easement for ingress and egress shall be maintained as a landscaped area; that any future owner of the South 100.33 feet shall be responsible for 75% of the cost of maintenance and the owner of the North 180.66 feet shall be responsible for 25% of the cost of maintenance.
2. All future maintenance of the 18' road easement for ingress and egress shall be shared as follows:

The owner of the South 100.33 feet shall pay 75% and the owner of the North 180.66 feet shall pay 25%. Maintenance shall consist of the following: Cleaning, repairing, or reconstructing the hard surfaced area.
3. The owner of the South 100.33 feet shall have an easement for the purpose of maneuvering automobiles over the South 25 feet of the North 180.66 feet.

Dated this 31st day of May, 1984.



 Dennis G. Yost

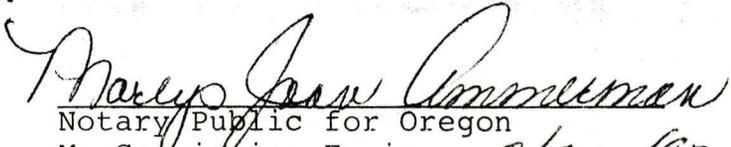


 Pamela J. Yost

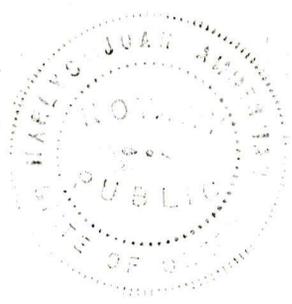
Recorded By
 Tigor Title
 Insurance Company

STATE OF OREGON)
) ss.
 County of Multnomah)

Personally appeared the above named DENNIS G. YOST and PAMELA J. YOST and acknowledged the foregoing instrument to be their voluntary act and deed.



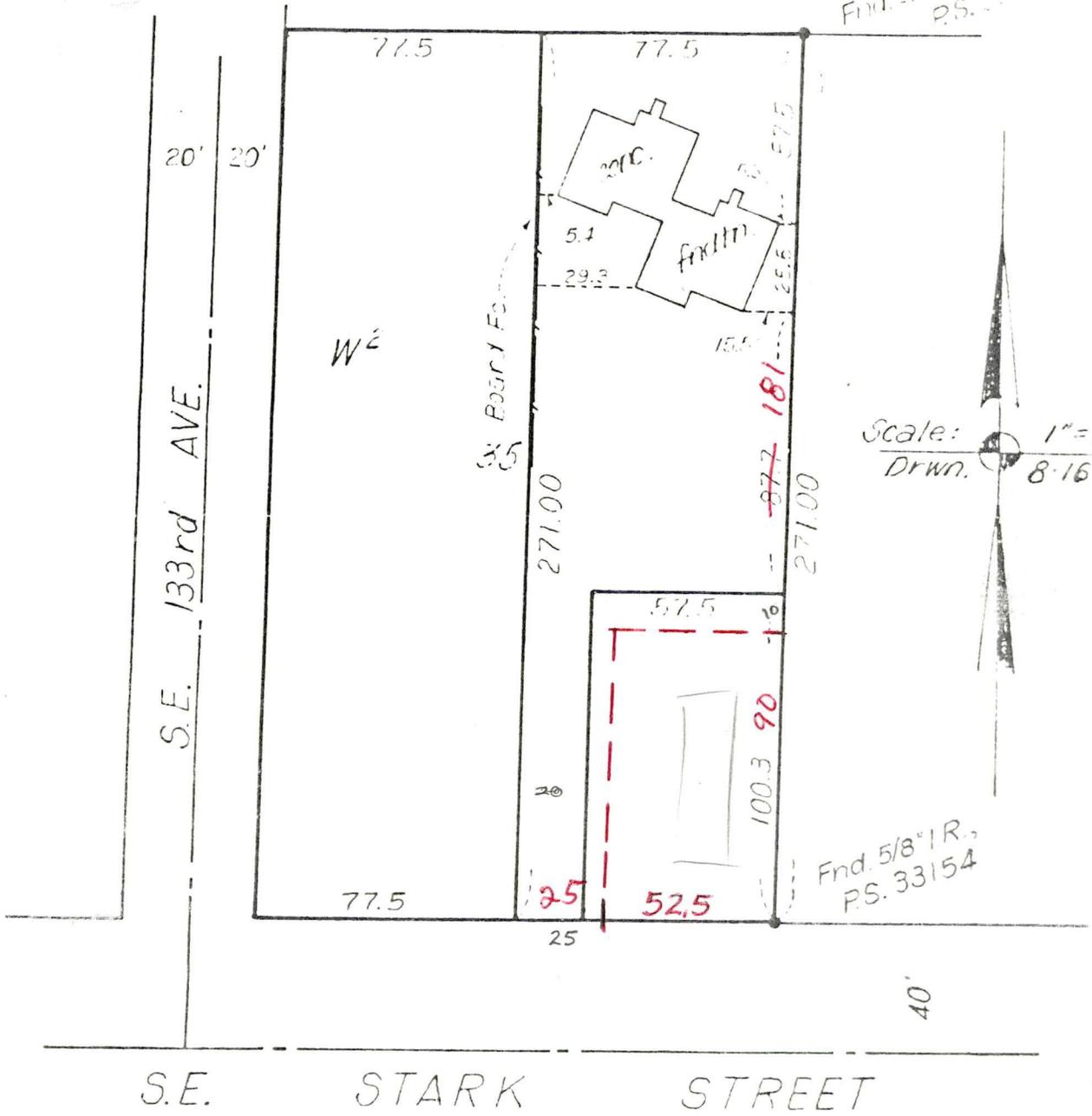
 Notary Public for Oregon
 My Commission Expires: 2/22/87



50335

533903

Fnd. 5/8" I.R., P.S. 33154



Scale: 1" = 50'
Drwn. 8-16-84

S.E. STARK STREET

SURVEYOR'S CERTIFICATE

This certification is made at the request of and for the exclusive use of _____

I hereby certify that I surveyed the Property described and that I found the improvements thereon to be on the premises in question and that they do not overlap or encroach upon the property lying adjacent thereto.

I further certify that the walls and projections of buildings on the adjacent property do not encroach upon the property described herein.

FOR THE RECORD OF THIS OFFICE
FILED IN THE PUBLIC RECORDS
OF THE COUNTY OF ...

DATED 10-1-84
BY _____

533903

ENCROACHMENT TO EAST

MORTGAGE RECORD

INDEXED