

with the use of the road by the United States of America, its agents or assigns.

It is understood and agreed that if said road is damaged by the United States of America, its officers, employees, contractors, or assigns, the United States of America or its assigns will repair such damage, provided, however, it is understood and agreed that by this agreement there shall be no admission or assumption of risk or liability on the part of the United States or any of its agencies, bureaus, or departments on account of any injury to person or live-stock or any damage to other personal property by reason of the use of said road, but that such use shall be at the undersigned's own risk and liability.

It is further understood and agreed that the undersigned, his heirs, and assigns may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the United States of America is also permitted to install its own lock thereon.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns, forever.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

I covenant with the UNITED STATES OF AMERICA that I am lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances, except as above noted, and that I will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

Dated this 13 day of May, 1942.

Jacob Franz  
Jacob Franz

STATE OF Washington )  
                                  ) ss  
County of Skamania )

On the 13 day of May, 1942, personally came before me, a notary public in and for said County and State, the within named JACOB FRANZ to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

O. E. Henderson

(Notarial seal affixed)

Notary Public in and for the State of Wash-  
ington                               Residing at Seattle  
My commission expires: Sept. 29, 1945.

Filed for record May 13th 1942 at 4-19 o'clock p.m. by John E. Walker.

Mabel J. Case  
Skamania County Auditor.

#31625

J. R. Phillips et ux et al to Juanita Bailey

The Grantors, J. R. Phillips and Bertha Phillips, husband and wife, and Elin Lowe, a single woman, for and in consideration of One Dollar CONVEY and WARRANT unto Juanita Bailey, Grantee, the following described real property in the County of Skamania, State of Washington, to-wit:

Beginning at the southwest corner of Lot 9 Normandy Tracts, according to the official plat thereof on file in the office of the Auditor of Skamania County, Washington, and thence northerly along the westerly line of said Lot 9 a distance of 114 feet to the point of beginning of the tract herein described; thence at right angle in a westerly direction a distance of 40 feet, thence at right angle northerly a distance of 60 feet, thence at right angle easterly a distance of 40