

## MISCELLANEOUS RECORD G

SKAMANIA COUNTY

WITNESSETH: That for and in consideration of one dollar (\$1.00) in hand paid, receipt whereof is hereby duly acknowledged, the party of the first part does hereby grant, bargain, sell, convey, and confirm unto the United States of America, an easement and right of way in gross over the following tract, lot, piece, or parcel of land, situated, lying and bounded and particularly described as follows:

The NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of section 27, Township 5 North, Range 7 East of the Willamette Meridian.

The said right of way hereby granted is for the maintenance, and full, free, and quiet use and enjoyment by the United States of America for any and all purposes by them desired or deemed necessary or beneficial for or in connection with the control, administration, or use of the National Forests or the resources thereof, and so far as may be with that enjoyment compatible, said right of way to be used for a Forest Service telephone line or lines and to be sixteen (16) feet in width. Initial clearing for, or future clearing for maintenance purposes shall be restricted to the minimum deemed necessary or desirable by the Forest Service for administration of such line or lines. The route shall traverse the above described premises according to the general course and direction of the telephone line as established at the present time.

This grant shall be effective only so long as said easement shall be actually used for any of the purposes above specified, but all rights hereunder shall revert to the owner of the fee as soon as the said use thereof shall be abandoned and discontinued.

The grantee shall at all reasonable times have the right to enter for the purpose of constructing, repairing, and patrolling said right of way, doing as little damage as possible.

IN WITNESS WHEREOF, the party of the first part has hereunto subscribed his name and affixed his seal, the day and year first hereinabove written.

Signed, sealed and Delivered

M. W. Beck (SEAL)

in the presence of:

W. J. Gregorious

Ross B. Shepard

Filed for record January 17, 1940 at 10-15 a.m. by Ross B. Shepard.

*Mabel J. Aspin*  
County Auditor

#28407

Emery A. Hicks et ux et al to Bank of Stevenson

Escrow Instructions to the Bank of Stevenson

Stevenson, Wash.,  
December 29, 1939.

Gentlemen:

We, the undersigned, hand you herewith to be held in Escrow the following documents:  
Warranty deed dated December 29, 1939 executed by Charles McGhee et ux., covering mete and bound description, being part of Lot 7, Block 3 of the unrecorded plat of North Bonneville, Washington, in which the name of grantee has been left blank.

Instruction by the grantors above named as to filling in name of grantee on the instruction of the undersigned.

Instructions concerning Escrow papers and disposition thereof:

The undersigned have made and delivered to Bank of Stevenson on this day their promissory note in the sum of \$800.00, payable in monthly installment and balance December 3, 1940. In case such payments be made by the undersigned Emery A. Hicks and Lillian Hicks their names are to be inserted as grantees and deed delivered to them but in case of their default and payment of said note by the undersigned, Wm. R. Price, the name of said Wm. R. Price is to be inserted as grantee. If default be made by both parties Bank of Stevenson

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Johnson & Cox Company, Makers, Tacoma - 4817

shall be named as grantee.

Disposition of money paid into bank: To be applied upon promissory note above mentioned.

Action to be taken by bank in case of default: As above stated.

Any instructions, notice or demand to or upon you shall be in writing agreed to by all parties hereto; otherwise, you shall not be required to recognize it; and no conditions precedent, concurrent or subsequent to the taking effect of these instructions shall be implied unless in writing.

As a controlling part of the consideration for the acceptance of this escrow, it is agreed the Bank shall not be liable for any acts or omissions in good faith and without gross negligence on its part.

Negotiable or non-negotiable instruments received in this escrow may be transmitted by the Bank for collection, either directly to the drawee or other obligor, if it be a bank, or otherwise through collecting agents in the usual course of business, and the bank shall not be liable for default of any such drawee or obligor or any such collecting agent, or for loss in transit or otherwise until the proceeds in actual cash come into its hands.

Each of the undersigned promise to pay promptly, as well as to indemnify and hold harmless the Bank against all costs, damages, attorney's fees, expenses and liabilities, which, in good faith and without fault on its part, it may incur or sustain in connection with its instructions in this escrow. The Bank is hereby given a lien on all the right, title and interest of each of the undersigned in all his escrowed papers and any moneys arising therefrom to protect its rights under this agreement. It may repay itself out of said moneys for any expenses or losses caused by <sup>it</sup> him in this escrow.

In the event conflicting claims are or may be made upon the Bank growing out of this escrow, the parties hereto expressly agree the Bank shall have the right, at its election to cause them to be impleaded and litigate their several rights and claims among themselves.

Each of the undersigned states he has read the foregoing instructions and understands and agrees to them.

Signature	Address	Phone	Received Copy
Emery A. Hicks	No. Bonneville, Wash.		
Lillian Hicks	No. Bonneville, Wash.		
Wm. K. Price	No. Bonneville, Wn.		

Accepted 12/20/1939. Bank of Stevenson, By Geo. F. Christensen, \_\_\_\_

The bank's charges are \$\_\_\_\_\_ to be paid by \_\_\_\_\_ \$\_\_\_\_\_ being paid at the time of deposit of this Escrow.

Filed for record January 30, 1940 at 1-10 p.m. by Emery A. Hicks

Mabel J. See  
Skamania Co. Auditor.

#28762

B. F. Shearer Co. to Lorin Theatre

Conditional Sales Contract. (Washington)

Lorin Theatre      Stevenson  
(City)

Washington  
State

April 8, 1940  
Date

B. F. SHEARER COMPANY,

Seattle, Washington,

Please enter my order for

80 - Yards #4452 Pattern	4.00 Velvet Carpet at \$2.26	\$180.00
80 - Yards 66 oz. Carpet padding	at \$ .95	76.00
30 - Yards Laying	at \$ .30	24.00
60 - Yards Sewing	at \$ .15	4.50