

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

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

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Plus 2% Sales Tax

\$285.30

5.70

Fifteen Months Interest &amp; Finance

\$291.00

Charges 13.54

(If more or less carpet is required, yardage price is to prevail)

\$304.54

for which I agree to pay you \$304.54 of which \$81.00 is paid herewith. I agree to pay you the balance of said purchase price in installments with interest at the rate of 8% per annum from after maturity as follows, to-wit:

\$14.94	on	May 10	1940	\$14.90	on	May 10	1941
\$14.90	on	June 10	1940	\$14.90	on	June 10	1941
\$14.90	on	July 10	1940	\$14.90	on	July 10	1941
\$14.90	on	August 10	1940	\$			
\$14.90	on	September 10	1940				
\$14.90	on	October 10	1940				
\$14.90	on	November 10	1940				
\$14.90	on	December 10	1940				
\$14.90	on	January 10	1941				
\$14.90	on	February 10	1941				
\$14.90	on	March 10	1941				
\$14.90	on	April 10	1941				

You are hereinafter referred to as the seller and the undersigned is hereinafter referred to as the buyer.

1. The buyer agrees that said property shall be kept and shall remain during the life of this contract at Commencing at the SE Corner of Blk 8, Stevenson, thence N34°W30' to SE corner tile bldg., thence S 55°W 80' along bldg. line, thence N34°W 33', thence N 55° E 80' to E line Blk 8, thence S 34° in Stevenson, E along E line Blk 8 to beginning.

Skamania County, State of Washington, and buyer agrees to use the said property carefully and not suffer any other person to obtain custody or control of same and not to sell, remove, or suffer the same to be removed from the premises where first delivered without written permission from the seller, and that damage, loss or destruction of said property by fire, accident, theft, or any cause whatever shall not release the undersigned from the obligation to purchase and pay for said property according to the terms of this contract.

2. The buyer further agrees to pay before they become delinquent all taxes, licenses, and charges which may hereafter be assessed against said property, or this contract, and in the event of the buyer's failure to do so, the seller may at its option pay the same and all sums so paid shall immediately become due and collectible, shall be added as a part of the purchase price to the amount due under this contract, and shall bear interest at the rate above provided.

3. The seller may keep said property insured against fire in a company or companies selected by seller (with loss payable to seller as its interest may appear) which said insurance shall be at the expense of the buyer and payment for the premium thereof shall be made upon receipt of invoice. In case of any damage to, or loss of said property, either partial or total, all insurance money collected shall be retained by and belong to the seller; provided, however, that the seller shall credit any insurance collected (less any expense of collection) upon the unpaid balance due or to become due under this contract, and in the event that there is any surplus, shall pay such surplus to

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Johnson-Cox Company, Makers, Tacoma-4347

the buyer. Failure of the seller to keep said property insured shall in no event relieve the buyer from the obligation to purchase and pay for said property according to the terms of this contract. The seller shall be under no obligation to insure said property, and will not be liable by reason of any loss resulting to the buyer by reason of the lack of insurance coverage upon said property.

4. The said property is now and shall remain with all added and substituted parts and equipment the absolute property of the seller, and shall be and be deemed personal property notwithstanding the fact that it may be attached to the floor or to any other part of the building in which it is to be placed, until all of the above specified installments, with interest, shall have been fully paid and until all of the conditions and agreements herein set forth have been fully carried out and performed by the buyer, whereupon title shall vest in the buyer.

5. It is further agreed that if additional property or merchandise is bought by the buyer from the seller before the termination of this agreement such additional merchandise or property shall be subject to and be held by the undersigned upon the same terms, conditions, and obligations as are specified in this contract until payment in full for all of such merchandise is made.

6. In case the seller shall employ an attorney or any other person, to recover the property or to collect any unpaid balance due hereunder, the buyer agrees to pay seller any expense that may be incurred in recovering possession of said property or collecting any balance due under this contract, including in either case a reasonable fee for such attorney or other person so employed.

7. The seller may assign and transfer his rights under this contract, and any such assignment, either merely for the purpose of security or otherwise, shall vest in the assignee all of the rights and privileges hereby reserved and granted to the seller, together with the title to said property, and in the event of such assignment, all money payable under this contract by the buyer shall be paid to such assignee or holder without recoupment, set-off or counter-claim whatsoever, and the buyer shall be precluded from in any manner attacking the validity of this contract on account of fraud, duress, mistake, want or failure of consideration, or on any other ground. That no representations, warranties or statements of any kind have been made by the seller, its agents or employees, which have induced or tended to induce the buyer to enter into this contract.

8. In any court action instituted by the seller to enforce any of the terms, conditions, or covenants of this contract, or to recover the possession of the said property, the venue of such action shall be in the county, district, or precinct in which said action is originally commenced, in any court therein having jurisdiction of the subject matter of said action, and the buyer does hereby waive any right to a change of venue from said court.

9. Time and performance of each and every covenant and condition of this agreement by the buyer are of the essence hereof, and upon failure to make any of the payments herein provided, or upon the breach of any of said covenants or conditions, or in case the buyer shall misuse, abuse, secrete, remove, or attempt to secrete or remove said property, the seller may, without notice, at its option, (a) declare this contract terminated and retake possession of said property with attachments, parts, equipment and/or additional merchandise referred to in Paragraph 5 hereof, with or without process of law, and retain all payments theretofore made by buyer as liquidated damages, and in such event the rights of the buyer hereunder shall immediately cease and terminate; or (b) declare the whole unpaid balance of this contract immediately due and collectible, and



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without notice or demand commence a suit thereon to recover said unpaid balance.

10. No waiver of strict compliance with and performance of any of the terms and conditions of this contract, or any breach thereof on the part of the buyer shall be held or deemed to be a waiver of any subsequent failure of strict compliance with and performance of any and every term and condition hereof, or any breach hereof. Seller shall not be required to give any notice as to its election of any option herein, either as a condition precedent or subsequent to the exercise of said option.

11. The undersigned acknowledges receipt of a copy hereof.

Lorin Theatre

R. R. Webster  
Owner

By  
Referred to in the above  
contract as the Buyer

On West side of Russell Street between Second Street and Vancouver Avenue

	Stevenson	Skamania	Washington
Addition	City	County	State

Accepted at  
Seattle, Wash., 4/16/40

B. F. SHEARER COMPANY,

By B. F. Shearer, Pres.

Filed for record April 18, 1940 at 1-45 P.M. by Clyde W. Linville, Jr..

Mabel J. Dasse  
Skamania County Auditor

#28908      Reconstruction Finance Corp. to William Kennedy      Vol 39 Page 441  
Vol 241 Page 100      288359  
1225221      POWER OF ATTORNEY      VOL 11 PAGE 81  
517607 Vol 32 Page 31

Know All Men by These Presents: That RECONSTRUCTION FINANCE CORPORATION, a Corporation organized and existing under and by virtue of an Act of Congress entitled "Reconstruction Finance Corporation Act", approved January 22, 1932, hereby and by these presents does make, constitute, and appoint WILLIAM KENNEDY, of the CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON, its true and lawful attorney for it and in its name and stead:

1. To cancel, satisfy, discharge and release, in whole or in part, and/or assent to the cancellation, satisfaction, discharge and release, in whole or in part, of chattel mortgages, real estate mortgages, deeds of trust, beneficial interests under trust instruments, tax liens, tax subrogations and other liens, charges or interest in or to personal or real property held by the RECONSTRUCTION FINANCE CORPORATION.

2. To assign all of the right, title, and interest of RECONSTRUCTION FINANCE CORPORATION in and to any terms of sale or bid made at any foreclosure sale by RECONSTRUCTION FINANCE CORPORATION.

3. To assign, without representations, recourse or warranty, and/or assent to the assignment of chattel mortgages, real estate mortgages, deeds of trust, beneficial interests under trust instruments, tax liens, tax subrogations and other liens, charges or interests in or to personal or real property held by RECONSTRUCTION FINANCE CORPORATION.

4. To execute and deliver such instruments and perform such other acts as may be necessary or appropriate to effectuate the foregoing.

Further giving and granting unto its said attorney WILLIAM KENNEDY, of the CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON, full power and authority to do and to perform all and every act and thing requisite, necessary, and proper to be done for the purpose of effecting the premises herein contained, including, but without limiting the