

LYN ARNOLD ET AL TO NORTH BANK THEATRE & REALTY CO.

THIS INDENTURE, MADE BY AND BETWEEN LYN ARNOLD, A BACHELOR, ALEX McKEIGHAN AND BERTHA O. McKEIGHAN AND BANK OF STEVENSON, A CORPORATION, PARTIES OF THE FIRST PART AND THE NORTH BANK THEATRE & REALTY COMPANY, A CORPORATION, PARTY OF THE SECOND PART, WITNESSETH;

THAT THE SAID PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR TO THEM IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO BY THESE PRESENTS GRANT, BARGAIN, SELL AND CONVEY UNTO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATE, LYING AND BEING IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, TO-WIT:

COMMENCING AT THE SOUTHEASTERLY CORNER OF BLOCK 8 OF THE TOWN OF STEVENSON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE AUDITOR OF SKAMANIA COUNTY, WASHINGTON, THENCE NORTH $34^{\circ} 30'$ WEST A DISTANCE OF 30 FEET TO THE SOUTHEAST CORNER OF THE HOLLOW TILE THEATRE BUILDING, NOW CONSTRUCTED AND LOCATED UPON THE LAND HEREBY CONVEYED; THENCE SOUTH $55^{\circ} 30'$ WEST ALONG THE OUTER LINE OF THE EDGE OF THE ABOVE MENTIONED THEATRE BUILDING A DISTANCE OF 80 FEET, THENCE NORTH $34^{\circ} 30'$ WEST 33 FEET, THENCE NORTH $55^{\circ} 30'$ EAST 80 FEET TO THE EAST LINE OF SAID BLOCK 8; THENCE SOUTH $34^{\circ} 30'$ EAST ALONG THE EAST LINE OF SAID BLOCK 8, 33 FEET TO THE POINT OF BEGINNING.

ALSO AN EASEMENT FOR A STRIP OF LAND THREE FEET IN WIDTH ALONG THE NORTH SIDE OF THE ABOVE DESCRIBED TRACT SUBJECT TO A SIMILAR EASEMENT BY ABUTTING AND CONTIGUOUS PROPERTY FOR SIDEWALK.

IT BEING THE INTENTION TO CONVEY HEREBY THE LAND UPON WHICH THE ABOVE MENTIONED THEATRE BUILDING HAS BEEN CONSTRUCTED AND PARTICULARLY THAT THE SOUTH LINE OF THE TRACT SO CONVEYED SHALL COINCIDE WITH THE OUTER EDGE OF THE SOUTH WALL OF SAID BUILDING, NOTWITHSTANDING DISTANCES HEREIN SPECIFIED.

TO HAVE AND TO HOLD THE SAME UNTO THE PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH ALL THE APPURTENANCES THEREUNTO BELONGING, INCLUDING THE RIGHT OF WATER SHED FROM THE ROOF OF THE ABOVE MENTIONED BUILDING TOWARD AND UPON THE LAND BELONGING TO THE GRANTOR SOUTH OF AND CONTIGUOUS THERETO, THE SAID PARTIES OF THE FIRST PART, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, HEREBY WAIVING UNTO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, ALL CLAIM FOR ANY DAMAGE WHICH MAY RESULT TO THE PROPERTY TO THE SOUTH OF AND ADJACENT TO THE ABOVE CONVEYED PREMISES WHICH MAY RESULT FROM THE WATER SHED OF THE ROOF OF SAID BUILDING.

AND THE SAID PARTIES OF THE FIRST PART FOR THEMSELVES AND FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND SUCCESSORS, DO HEREBY COVENANT TO AND WITH THE SAID PARTY OF THE SECOND PART THAT THEY ARE THE OWNERS IN FEE SIMPLE OF THE ABOVE DESCRIBED PREMISES; THAT THE SAME IS FREE FROM ALL INCUMBRANCES AND THAT THEY WILL AND THEIR HEIRS, ADMINISTRATORS, EXECUTORS AND SUCCESSORS SHALL FOREVER WARRANT AND DEFEND THE TITLE THERETO AGAINST ALL LAWFUL CLAIMS WHATSOEVER.

IN TESTIMONY WHEREOF, THE SAID LYN ARNOLD, ALEX McKEIGHAN AND BERTHA O. McKEIGHAN, HIS WIFE, HAVE HEREUNTO SET THEIR HANDS AND SEALS AND THE BANK OF STEVENSON HAS CAUSED THESE PRESENTS TO BE DULY EXECUTED BY ITS LAWFULLY AUTHORIZED OFFICERS (PURSUANT TO A RESOLUTION OF ITS BOARD OF DIRECTORS HERETO ADOPTED) THIS