## RELINQUISHMENT OF REAL ESTATE CONTRACT

THIS AGREEMENT made this day by and between ELSIE S. YOUNG, a widow, hereinafter called "Seller", and GERALD LAMB and VICKI LAMB, husband and wife, hereinafter called "Buyers",

## WITHE

By document entitled Real Estate Contract dated February 25, 1985, Seller agreed to sell to Buyers, and Buyers agreed to purchase from Seller the following described real estate in Skamania County, Washington, to-wit:

> A tract of land in the Southwest Quarter of Section 32, Township Two (2) North, Range Five (5) East of the Willamette Meridian, described as follows:

BEGINNING AT A POINT 1,261.00 feet South from the Northwest corner of the Southwest Quarter of Section 32, Township Two (2) North, Range Five (5) East of the Willamette Meridian; thence South 429.00 feet to the center of the Salmon Falls Road; thence North 47°26'00" East along said center of Salmon Falls Road 666.00 feet: thence West to the point of beginning.

EXCEPT that portion of said premises lying within the right of way of Salmon Falls Road.

Said Real Estate Contract provides that time is of the essence thereof and that if Buyers fail to make the payments called for by said Real Estate Contract, or fail to keep and perform the covenants thereof on the part of the Buyers, the Buyers' rights therein should cease and determine and all payments made would be retained by Seller as liquidated damages for Buyers' default.

Buyers acknowledge that they have failed to keep and perform their obligations under said Real Estate Contract. Buyers further acknowledge that Seller has given them notice of her intention to declare said Real Estate Contract forfeited, that Buyers have failed to fully remedy the defaults specified in said Notice and that Seller has given Buyers notice of her Declaration of Forfeiture of said Real Estate Contract.

Upon Buyers acknowledging their default and said forfeiture as recited above, Seller has indicated her willingness to absolve and release Buyers of all further liability arising out of said Real Estate Contract. 31034

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Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- 1. Buyers admit and acknowledge that they have abandoned said Real Estate Contract and that all of their rights thereunder and in the real estate described above have been effectively terminated and forfeited.
- Buyers hereby convey and guit claim to Seller all of their right, title and interest in and to the real estate described above.
- 3. Buyers covenant and agree to indemnify and hold Seller harmless against all claims of liens against said real estate suffered by Buyers during their occupancy of the above-described real estate.
- 4. Except as above provided in Paragraph 3, Seller hereby absolves and releases Buyers from all further liability under said Real Estate Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this 3 May of October, 1986.

Elsie S. Young

Gerald Lamb

Vicki Lamb

STATE OF WASHINGTON )

COUNTY OF CLARK )

On this day personally appeared before me GERALD LAMB and VICKI LAMB, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of October,

Oct 27 11 53 44 '86

Notary Public in and for the State of Washington, Residing at 1741745

My Appointment Expires: 3-14-89