## PUGET SOUND TITLE INSURANCE COMPANY

## RELINQUISHMENT OF REAL ESTATE CONTRACT

IT IS AGREED between

ALEX FACTO, a single man,

hereinafter called the first party, and PAUL SEIFFERT and FLORENCE C. SEIFFERT, husband and wife,

hereinafter called the second party, as follows:

That under date of February 1, 1954, the following described property in

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the second party agreed to purchase from first party County, Washington, viz:

Beginning at a point on the north line of the 400 foot right of way of the Spokane, Portland and Seattle Railway Company, which said point is south 0° 48' east of a point 175 feet due east of a round hub placed at an angle point in the northerly line of said railway right of way north 09° 05' east 200 feet from the station 2042/23.4 of the survey locating the center line of said right of way, said round hub being 997.92 feet south and 2035.5 feet west from the northeast corner of Section 21, Township 2 North, Range 7 E. W. M.; and running thence easterly along the north line of said right of way to its intersection with a line running south 0° 48' east from a point 320 feet due east of the said round hub; thence north 0° 481 west 7 feet, more or less, to the south line of Roosevelt Avenue as shown upon the unrecorded plat of North Bonneville; thence north 71° 40' west along the south line of said Avenue, to a point which is north 0° 48' west of the place of beginning, and thence south 0° 48' east 17 feet, more or less, to the place of beginning, said tract being designated as the east 145 feet of the west 320 feet of Lot 1 in Block 9 of the unrecorded plat of the Town of North Bonneville, Wash-

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which contract provided that time was the essence thereof and that if the purchaser failed to make the payments, or keep any of the covenants of the contract, the purchaser's rights should cease and determine and all payments made should be regarded as liquidated damages;

That the second party has been unable to keep the terms of said contract and wishes to be absolved from all liability thereunder, and the first party is willing to so absolve him on his admitting default and forfeiture and relinquishing all rights under the contract and in the property;

NOW THEREFORE, in consideration of the mutual agreements herein, the first party does hereby release the second party from all further liability under said contract and the second party admits that said contract has been abandoned and all rights thereunder forfeited, and does hereby acknowledge that said contract is at an end and that all rights thereunder have been forfeited.

EXECUTED in duplicate this

day of September, 1957.

First Party.

Second Party.

STATE OF WASHINGTON

County of Skamania

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Alet Fracto Paul Deiffert }ss. Jlovene C. Seiffert

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this , personally appeared before me September, 1957,

Paul Seiffert and Florence C. Seiffert, husband and wife,

to me known to be the individual s described in and who executed the foregoing instrument, and acknowl-

signed and sealed the same as their edged that chiev uses and purposes therein mentioned.

free and voluntary act and deed, for the

Given under my hand and official seal the day and wear last above written

Notary Public, residing at Stevenson therein.