

77510

TRANSAMERICA TITLE INSURANCE COMPANY

## RELINQUISHMENT OF REAL ESTATE CONTRACT

IT IS AGREED between Fred W. Rhodes and Doris M. Rhodes, husband & wife,

hereinafter called the first party, and LaVerne N. Christner & Connie S. Christner, husband & wife, hereinafter called the second party, as follows:

That under date of January 3, 1974 the second party agreed to purchase from first party the following described property in Skamania County, Washington, viz: The Northwest Quarter of the Southwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 19, Township 2 North, Range 5 E. W. M.; EXCEPT the south 396 feet of the West half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of the said Section 19; and EXCEPT any portion thereof lying within the south 660 feet of the west 1,320 feet of the said SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 19.

SUBJECTTO an easement for egress and ingress and utilities along the south 60 feet of above described property and together with an easement for egress and ingress along the south 60 feet of the south 396 feet of the West half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of the said Section 19, Township 2 North, Range 5, East of the Willamette Meridian.

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 23<sup>rd</sup> day of April, 1974

Fred W. Rhodes Doris M. Rhodes First Party.  
Fred W. Rhodes and Doris M. Rhodes, husband and wife  
LaVerne N. Christner Connie S. Christner Second Party.  
LaVerne N. Christner and Connie S. Christner, husband and wife,  
No. 2544

TRANSACTION EXCISE TAX

MAY 15 1974

STATE OF WASHINGTON,  
County of Clatsop

Amount Paid \$10.00  
By LaVerne N. Christner  
Skamania County Treasurer

On this day personally appeared before me Fred W. Rhodes and Doris M. Rhodes and LaVerne N. Christner and Connie S. Christner

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 23<sup>rd</sup> day of April 1974

J. D. [Signature]  
Notary Public in and for the State of Washington  
residing at

Form No. W-754  
(Previous Form No. 533)