RELINQUISHMENT OF REAL ESTATE CONTRACT

IT IS AGREED between the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, hereinafter called the first party, and E. H. LADUM AND GLORIA V. LADUM, husband and wife, hereinafter called the second party, as follows:

That under date of the 3rd day of December, 1980, the second party agreed to purchase from the first party the following described property in County, Washington, viz:

That portion of Government Lots 2 and 3, Section 31, Township 3 North, Range & East, W.M., lying between a line drawn parallel with and 275 feet northwesterly, when measured at right angles, from the survey line of State Highway Route No. 14; Stevenson to Wind River, and that right of way line drawn parallel with and 60 feet northwesterly, when measured at right angles and/or radially, from said survey line, and extending southwesterly from a line produced northwesterly, at right angles to said survey line, from Highway Engineer's Station 128+00 thereon; ALSO, that portion of Government Lot 13, Section 36, Township 3 North, Range 7% East, W.M., lying between a line drawn parallel with and 200 feet northwesterly, when measured at right angles and/or radially, from said survey line, and said right of way line, and extending northeasterly from a line produced northwesterly, radially to said survey line, from Highway Engineer's Station 120+00 thereon; ALSO, that portion of the southeast quarter of the northeast quarter of said Section 36 lying southeasterly of a line drawn parallel with and 150 feet northwesterly, when measured at right angles, from said survey line.

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, 19 82

G. Wurray Duncan

Second Party

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STATE OF WASHINGTON)
: ss
County of)

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this day of splunder, 198, personally appeared before me E. Nard Graalam, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington, Residing at Mr. Hand Oregon Washington, Residing at My Commission Expression 16, 284

STATE OF WASHINGTON)
County of)

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 30 day of solution. 1982, personally appeared before me G. Murray Duncan, to me known to be the duly appointed Chief Right of Way Agent, for the State of Washington, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act, and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

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

OS. VERO

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

SS.

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