

Return address:

26657 Old Day Creek Rd.
Sedro Woolley, WA 98284



201203200027

Skagit County Auditor

3/20/2012 Page 1 of 15 11:11AM

Document Title:

Contract For Deed

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. Andrew P. Duggin

2. Andrea S. Stennett-Duggin

Grantee(s):

☐ additional grantee names on page ____

1. Gregory Rueb

2.

Abbreviated legal description:

☒ full legal on page(s) 14.

Lot 4 of short plat #63-81 AF8203150001

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

128134

+

40632

CONTRACT FOR DEED

THIS CONTRACT FOR DEED is made and entered into this 1st day of **April 2012**, by and between **Andy Duggin & Andrea Stennett-Duggin**, (hereinafter referred to as "Seller"), and **Gregory Rueb**, (hereinafter referred to as "Buyer"), collectively referred to Parties.

WITNESSETH, that if the Buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the Seller hereby covenants and agrees to convey to the Buyer, his heirs, executors, administrators, personal representatives, or assigns, in fee simple absolute, clear of all encumbrances by a good and sufficient warranty deed or equivalent deed, that Property ("Property") situated in the County of **Skagit**, State of **Washington**, more fully described on Exhibit "A", attached hereto and made a part hereof.

The sale of the Property (and the term "Property") shall include all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way. The sale of the Property shall also include the following fixtures and personal property associated with the Property (unless specifically excluded below), all of which (if any) are owned by Seller free and clear of all liens and encumbrances, including: gas heaters; propane tanks (including propane if owned); central heating, ventilation and air conditioning equipment and fixtures; sump pumps; attached TV antennas and cables; lighting and light fixtures; plumbing equipment and fixtures; attached mirrors; linoleum; wall-to-wall carpet; window and porch shades; blinds; storm windows and doors; screens; curtain and drapery rods; awnings; automated garage door openers and remote control units; keys; attached humidifiers; attached outside cooking units; attached fireplace screens and/or glass doors; attic and ceiling fans; built-in kitchen appliances; and:

(Included Items).

The following items are specifically excluded from this contract and shall not be transferred to Buyer as a part of the Property:

320 Gallon Propane tank – owned by Skagit Farmer's Supply, leased by Seller, may be transferred to Buyer

(Excluded Items)

PRICE AND PAYMENT

Buyer herein covenants and agrees to pay to the Seller the sum of One Hundred and Thirty Thousand Dollars (\$130,000) as the purchase price for the Property, as follows (*select and initial one or more that apply*):

(\$ 0) paid to the Seller upon execution of this agreement, the receipt of which is hereby acknowledged.



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	Initials
Seller	<u>AD</u>
Buyer	<u>GR</u>

[AD] The principal sum of Eight Thousand and Four Hundred Dollars (\$8,400.00) with interest on the whole sum at the rate of 0 (0 %) percent per annum, payable in monthly installments of Six Hundred Dollars (\$600) beginning on the 1st day of April, 2012, and continuing on the 1st day of each and every month thereafter, until paid in full.

[AD] The principal sum of One Hundred and Twenty One Thousand Dollars (\$121,000) payable in monthly installments of One Thousand One Hundred Dollars (\$1,100) beginning on the 1st day of May, 2013 and continuing on the 1st day of each and every month thereafter until the 1st day of August, 2022 when the final payment shall be due.

[AD] The principal sum of Six Hundred Dollars (\$600) with interest on the whole sum at the rate of 0 (0 %) percent per annum, payable in monthly installments of Seven Hundred Dollars (\$600) beginning on the 1st day of August, 2022, and continuing on the 1st day of each and every month thereafter, until the 1st day of August, 2022, when all remaining principal and interest shall be paid.

Any interest that may be charged, shall be computed monthly and deducted from the payment and the balance of the payment shall be applied to the principal

SECURITY

This Contract shall stand as security for the performance of Buyer and as security of the payment of the obligation of Buyer under this Contract. All improvements on the Property, including, but not limited to, buildings, fixtures, trees or other improvements now on the Property, or hereafter made or placed thereon, shall also be part of the security for the performance of this contract and shall not be removed from the Property.

AS-IS CONDITION OF PROPERTY

Buyer accepts the Property "as-is" without any type of warranty thereon. Buyer further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property.

DEED AND EVIDENCE OF TITLE

Upon payment of the total purchase price and other amounts, including any late charge, by Buyer, Seller will, at Seller's expense, deliver a Statutory or General Warranty Deed to the Property to Buyer, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

TITLE

Title shall be conveyed free and clear of all encumbrances except those mortgages or liens, if any, mentioned herein, easements, restrictions, limitations, reservations, covenants and conditions of record not coupled with a possibility of reverter, right of reentry or other reverter right which amounts to a qualification of the fee, and subject also to applicable zoning ordinances and real estate taxes for the year in which the deed is delivered, and thereafter.



Seller	<u>AD</u>
Buyer	<u>AD</u>

TAXES AND ASSESSMENTS

The Buyer agrees to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land apportioned as of the date of this Contract.

RISK OF LOSS AND INSURANCE

Risk of loss by negligence, fire or other casualty is on the Buyer. The Buyer agrees to keep the Property insured, by at least content, liability, fire, casualty, hazard, and windstorm, insurance, with an insurance company satisfactory to the Seller for a sum not less than its full insurable value. All insurance proceeds shall be payable to the Seller. In the event of a loss by fire or other casualty, the rights and obligations of the parties shall be as follows:

a. If the damage to the Property and/ or building(s) is less than fifty (50%) percent of the total value of the improvements, the Buyer shall be obligated to repair or reconstruct, as the case may be, and the Seller shall either turn over the insurance proceeds to the Buyer or apply the proceeds directly to the costs of such repair or reconstruction, the Buyer being entitled to any surplus insurance funds over and above the costs of repair or reconstruction, and the Buyer being liable for any deficiency after application of the insurance money to such costs.

b. If the damage to the Property and/ or building(s) is in excess of fifty (50%) percent of the total value of the improvements, the Buyer shall have the option as to whether to repair or reconstruct following such casualty loss.

(1) If the Buyer elects not to repair or reconstruct, then the unpaid balance of the purchase price, together with accrued interest to date, but excluding unearned interest, shall at the option of the Seller become due and payable forthwith, and the insurance proceeds shall be applied towards the application of such sum, any surplus of the insurance proceeds over and above the Buyer's obligations shall be paid to the Buyer. In the event that the contract is paid out as a result of the application of the insurance proceeds, the Seller shall deliver a deed to the Buyer and consummate the transaction. In the event the contract is not paid out as a result of the application of the insurance process pursuant to an election not to repair or reconstruct after casualty, the proceeds shall be credited to the account of the Buyer and the Buyer will continue to make regular payments pursuant to the terms of the contract until the Buyer's obligations are satisfied and the contract consummated.

(2) If the Buyer elects to repair or reconstruct, the insurance proceeds shall be applied by the Seller to the costs of such repair or reconstruction, the Buyer shall submit the building plans to the Seller for approval, which approval shall be granted if the value of the land after the repair or reconstruction will equal or exceed the value of the land immediately prior to the casualty. If requested by the Buyer, the Seller will, after approval of the Buyer's building plans, turn over the insurance proceeds to an insurance trustee for the purpose of paying for the repairs or reconstruction. Any surplus of insurance proceeds over and above the costs of repair or reconstruction shall be delivered to the Buyer, and any deficiency remaining after application of such proceeds to the costs of repair or reconstruction shall be paid by



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Seller	<i>Initials</i> <i>AD</i>
Buyer	<i>[Signature]</i>

the Buyer.

EMINENT DOMAIN

In the event that any or all of the property is taken by eminent domain during the existence of this Contract, the rights and obligations shall be as follows:

a. If the amount taken is less than fifty (50%) percent of the total value of the property at the time of the taking, the entire award shall be paid to the Buyer and the contract shall continue unaffected by the taking.

b. If the amount taken is more than fifty (50%) percent of the total value of the property but less than seventy-five (75%) percent of the total value at the time of the taking,

(1) if the value of the property remaining is equal to twice the amount of the Buyer's indebtedness under the contract, then the entire award shall be paid to the Buyer and the contract shall continue unaffected by the taking, but,

(2) if the value of the property remaining is less than twice the amount of the Buyer's indebtedness under the contract, then so much of the award shall be paid to the Seller as to reduce the outstanding indebtedness of the Buyer under the contract to a point where the value of the property not taken is equal to twice the remaining outstanding indebtedness under the contract, the balance of the award shall be paid to the Buyer, and the contract as thus accelerated as to the final payment shall continue unaffected by the taking.

However, such sums as are necessary for the useful alteration or restoration of the uncondemned portion of the property shall be applied for such purpose before the remaining portion of the award is turned over to the Seller for reduction of the debt. In determining the value of the uncondemned portion of the property, the value shall be the fair market value after the completion of such repairs or alterations as may have been necessitated by the condemnation.

c. If the amount taken is more than seventy-five (75%) percent of the total value of the property at the time of the taking, then the award shall be paid to the Seller to the extent that is necessary to pay out the contract, such sum including accrued interest to date, but excluding unearned interest, and the balance of the award shall be paid to the Buyer. The contract will thus be consummated and the Seller will convey to the Buyer any of the property herein included which was not taken by eminent domain. In the event the amount of the award is insufficient to satisfy the outstanding obligations of the Buyer to the Seller, excluding unearned interest, the contract shall nevertheless be terminated as previously provided in this paragraph, but the Seller shall be authorized to sue for a money judgment for any deficiency between the amount of the award and the outstanding obligations of the Buyer.

d. The provisions of this Paragraph shall apply also to any settlement or agreement reached between the Buyer and any corporation, authority or agency having the power of eminent

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Seller	(N) Initials	AD
Buyer	JK	



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domain whereby the Buyer voluntarily conveys to such agency, authority, or corporation in order to avoid condemnation proceedings.

PREPAYMENT

The Buyer may prepay the entire balance outstanding at any time without penalty and without notice. Such prepayment shall not include unearned interest. Upon full prepayment, the Seller shall have twenty (20) days in which to deliver a warranty deed or equivalent deed.

POSSESSION OF PROPERTY

Upon execution of this Contract Buyer shall take possessions of the Property and shall enjoy peaceful possession of the Property for as long as all payments due under this agreement are made in a timely manner and all other terms and covenants are complied with.

TIME OF THE ESSENCE

Time is of the essence with respect to the terms and provisions of this Contract. The time of each payment shall also be an essential part of this contract.

DEFAULT BY SELLER

In case of the failure of the Seller to comply with the terms of this Contract or to perform any of the covenants hereby made and entered into, the Buyer shall have the option to collect damages at law or to demand specific performance, costs and reasonable attorney's fees from the Seller.

DEFAULT BY BUYER

If Buyer fails to make any payment due under this Contract or fails to perform any covenant, term or condition required by this Contract on or before the due date, Seller shall give Buyer a notice of default or performance ("Notice"). The Notice shall state that Buyer is allowed fourteen (14) days from the date of the Notice to cure the default or performance. If the default or failure of performance is not cured within the 14 day time period, then Seller shall have, at Seller's option, any of the following remedies:

(a) Give Buyer a written notice specifying the failure to cure the default or performance ("Notice of Failure to Cure") and informing the Buyer that if the default continues for an additional fifteen (15) days after service of the "Notice of Failure to Cure" that without further notice, this Contract shall be cancelled and terminated and Seller may regain possession of the Property as provided herein. Buyer shall forfeit all payments made by him to date on this agreement (including taxes and assessments) and said amount (paid to Seller) shall be retained by the Seller in full satisfaction and liquidation of all damages sustained by the Seller. Seller shall have the right to reenter and to take immediate possession of the Property without being liable in any action in trespass, or otherwise, and to seek such self-help remedies or other remedies as shall place the Seller in exclusive possession of the premises. Buyer expressly agrees that in the event of default which is not cured by Buyer and termination of this Contract, and if Buyer fails to vacate the Property, Seller shall have the right to obtain possession by appropriate court action. Seller shall also be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Buyer.



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	Initials
Seller <u>RP</u>	<u>AD</u>
Buyer <u>SR</u>	

(b) Give the Buyer a written notice specifying the failure to cure the default or performance ("Notice of Failure to Cure") and informing the Buyer that if the default continues for an additional fifteen (15) days after service of the "Notice of Failure to Cure" that without further notice, the entire principal balance and any unpaid interest shall be due and payable immediately, and Seller may take any appropriate action against Buyer for collection of the entire principal balance and any unpaid interest according to the laws of the State of Washington. All costs and expenses of collection, by foreclosure, or otherwise, including reasonable attorney's fees, shall be paid by the Buyer, and all such sums are hereby secured by this agreement.

MAINTENANCE OF PROPERTY

The Buyer will not permit, commit or suffer waste and will maintain the Property at all times in a state of good repair and condition, and will not do or permit to be done anything to the Property that will in any way impair or weaken the security of the Seller's title. In case of the refusal, neglect or inability of the Buyer to repair and maintain said Property, the Seller may, at the Seller's option, make such repairs or cause the same to be made, and advance money in that behalf, which sums advanced or costs of repairs shall be the obligation of the Buyer and shall be secured by this Contract.

RETURN OF PROPERTY

In the event this Contract is terminated and Buyer is required to return the Property to Seller as may be required by the terms of this Contract, Buyer agrees to return the property to Seller in substantially the same condition, as it now exists, ordinary wear and tear excepted. Seller reserves the right to inspect the property at any time by giving Buyer reasonable notice.

RECORDING

While this Contract may be recorded, the Seller may record a Notice of Termination of said Contract if the Buyer defaults in the performance of the Buyer's obligations and responsibilities under this Contract under the laws of the State of Washington.

MORTGAGE BY SELLER

During the lifetime of this Contract, Seller may place a mortgage on the Property, which shall become a lien on the Property, superior to the rights of the Buyer, or may continue and renew any existing mortgage on the Property, as long as the total amount due on all outstanding mortgages is not, at any time, greater than the unpaid balance under this Contract.

If Seller's interest in the Property is at any time encumbered by a mortgage, Seller agrees to perform all obligations under the mortgage and to make all payments of principal and interest on the mortgage as they become due. Seller further agrees to produce evidence of any such payments to Buyer upon Buyer's demand. If Seller defaults on any such mortgage or land contract, Buyer shall have the right to make any necessary payments or take any necessary actions to cure the default and Buyer will be reimbursed by receiving credit to this Contract to apply to any payments that are due or will become due.



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Seller	<u>Initials</u>	<u>AD</u>
Buyer	<u>SR</u>	

CONVEYANCE BY SELLER

The Seller reserves the right to convey, Seller's interest in the Property. Such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract

JOINT AND SEVERAL LIABILITY

If there is more than one Buyer, then all Buyers covenant and agree to joint and several liability and obligations with respect to this Contract.

REINSTATEMENT AFTER ACCELERATION

If Buyer defaults under the terms of this Contract and payments are accelerated hereunder, Buyer shall have the right to reinstate this Contract as allowed by the laws of the State of

Washington, provided that Buyer:

- (a) pays Seller all sums due at that time under this Contract as if no acceleration had occurred;
- (b) cures any default or other covenant or agreement; and
- (c) reimburses all expenses incurred by Seller in enforcing this Contract and protecting Seller's interest in the property, including, but not limited to, reasonable attorneys' fees.
- (d) pay any reinstatement amounts and expenses by: cash, valid money order, valid certified check, valid bank check, or valid cashier's check

In the event of any reinstatement, this Security Instrument and any obligations secured hereby shall remain fully effective as if no acceleration had ever occurred.

NOTICES

Any notice to be given or to be served upon any party hereto, in connection with this Contract, must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: (1) in person; (2) by certified mail; or (3) by overnight courier as follows: If to Seller:

Seller Andrew Paul Duggin
Address: 515 Broad St.
City Selma
State and Zip Alabama, 36701

Seller Andrea S. Stennett-Duggin
Address: 515 Broad St.
City Selma
State and Zip Alabama, 36701

and if to Buyer:

Buyer Gregory Rueb
Address: 26657 Old Day Creek Rd
City Sedro Woolley
State and Zip Washington, 98284

Buyer _____
Address: _____
City _____
State and Zip _____



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Initials	
Seller	<u>AD</u>
Buyer	<u>GR</u>

ASSIGNMENT OR SALE BY BUYER

Buyer shall not sell, assign, transfer or convey any interest in the Property or this Agreement, without the prior written consent by Seller. In the event Seller gives Buyer permission to transfer or convey Buyer's interest, such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract.

PARTIES

If Seller or Buyer constitutes two or more persons, the terms "Seller" or "Buyer" shall be construed to read "Sellers" or "Buyers" whenever the sense of the Contract requires. Unless identified as Seller or Buyer, no real estate professional, escrow agent or closing agent is a party to this Contract.

SINGULAR, PLURAL AND GENDER

The words "Seller" and "Buyer" herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context so admits or requires.

PENDING LITIGATION

Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.

GOVERNING LAW

This Contract, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Washington.

DISPUTES

(select appropriate provisions)

Litigation. If a dispute arises, either party may take the matter to court.

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

_____ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

☒ **Mediation and Possible Arbitration.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

☒ a mediator to be mutually selected.



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Initials	
Seller	<u>AD</u>
Buyer	<u>SR</u>

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

☒ an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

ATTORNEY FEES AND COSTS

In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

SEVERABILITY

If any court determines that any provision of this contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this contract invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

WAIVER

If one party waives any term or provision of this contract at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this contract, that party retains the right to enforce that term or provision at a later time.

BINDING EFFECT

This Agreement and covenants herein shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs, executors, administrators, personal representatives and assigns. However, nothing shall authorize a transfer in violation of any other provisions in the Agreement.



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Initials	
Seller	AD
Buyer	BR

COUNTERPARTS

This Contract may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

INTERPRETATION

Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

TYPEWRITTEN OR HANDWRITTEN PROVISIONS

Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.

ENTIRE AGREEMENT

This Contract is the entire agreement between the parties with respect to the transaction contemplated herein.. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

ADDITIONAL AGREEMENTS

Seller and Buyer additionally agree that: In the event that the Buyer passes away, or becomes incapacitated to the extent that he is unable to make the required payments for the foreseeable future, the Seller's agree to pass on this contract to his children if they elect to do so. In this case, any other party taking over the payments will be required to pay the remaining amount due following the terms in this contract, unless agreed upon in writing by all parties to do otherwise. In the event that any surviving children do not wish to further the contract, Seller's will reclaim property as is.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 20 2012

Amount Paid \$ 0
Skagit Co. Treasurer
By Mb Deputy



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Skagit County Auditor

Seller	<u>AD</u>	Initials
Buyer	<u>ek</u>	

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. CONSULT AN ATTORNEY AND A TAX PROFESSIONAL BEFORE SIGNING IT, TO MAKE SURE YOU UNDERSTAND ALL OF THE TERMS AND LEGAL AND TAX CONSEQUENCES.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Signature [Signature]
Seller Andrew Paul Duggin
Date 3-20-12
Address: 26657 Old Day Creek Rd.
City Sedro Woolley
State and Zip Washington, 98294

Signature [Signature]
Seller Andrea S. Stennett-Duggin
Date 3/20/2012
Address: 26657 Old Day Creek Rd.
City Sedro Woolley
State and Zip Washington, 98294

Signature [Signature]
Buyer Gregory Rueb
Date 3-20-2012
Address: 23805 River Rd.
City Sedro Woolley
State and Zip Washington, 98284

Signature _____
Buyer _____
Date _____
Address: _____
City _____
State and Zip _____



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Initials	
Seller	<u>[Signature]</u>
Buyer	<u>[Signature]</u>

State of WASHINGTON)

) ss

County of SKAGIT)

ANDREA STENNETT DUGGIN

Before me personally appeared ANDREW PAUL DUGGIN to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that THEY executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 20th day of MARCH, 2012



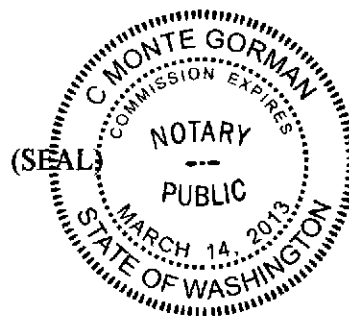
Signature of person taking acknowledgment (Notary Public)

C. MONTE GORMAN

Name typed, printed, or stamped

14 MARCH 2013

My Commission Expires



State of WASHINGTON)

) ss

County of SKAGIT)

Before me personally appeared GREGORY WILLIAM REUB to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that HE executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 20th day of MARCH, 2012



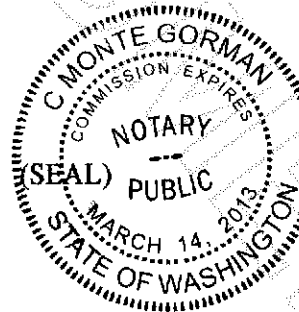
Signature of person taking acknowledgment (Notary Public)

C. MONTE GORMAN



Name typed, printed, or stamped

14 MARCH 2013

My Commission Expires



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Skagit County Auditor

Seller	
Buyer	

This instrument was prepared by:
Andrea S. Stennett-Duggin



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Skagit County Auditor

Seller	<i>AD</i> Initials
Buyer	<i>SK</i>

EXHIBIT "A"

Legal Description of Property:

Parcel #128134:

Acreage account, acres 8.40, O/S #180 AF #779310 1974 Lot 4 short plat #63-81 AF #8203150001 except the following described portion: beginning at the southwest corner of Lot 2 of said short plat: thence continue north 8-59-42 west, 120 feet to the true point of beginning: thence continue north 8-59-42 west, 121 feet: thence south 80-21-15 west, 360 feet: thence south 8-59-42 east, 360 feet to the true point of beginning. O/S #180 AF #779310 1974 Lot 4 short plat #63-81 AF #8203150001 except the following described portion: beginning at the southwest corner of Lot 2 of said short plat: thence continue north 8-59-42 west, 120 feet to the true point of beginning: thence continue north 8-59-42 west, 121 feet: thence south 80-21-15 west, 360 feet: thence south 8-59-42 east, 121 feet: thence north 80-21-15 east, 360 feet to the true point of beginning.

Parcel #40622:

Lot 4 short plat #63-81 AF #8203150001 described as follows: beginning at the southwest corner of Lot 2 of said short plat: thence continue north 8-59-42 west, 120 feet to the true point of beginning: thence continue north 8-59-42 west, 121 feet: thence south 80-21-15 west, 360 feet: thence south 8-59-42 east, 121 feet: thence north 80-21-15 east, 360 feet to the true point of beginning.



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Initials	
Seller	AD
Buyer	SR