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Skagit County Auditor

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2/5/2015 Page

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This Space Provided for Recorder's Use

**WHEN RECORDED MAIL TO:**

Ukrainian Federal Credit Union  
824 East Ridge Road  
Rochester, New York 14621

GUARDIAN NORTHWEST TITLE CO.

108 717-2

**ASSIGNMENT OF LEASES AND RENTS**

**Grantor(s):** New Life Christian Church, a Washington nonprofit corporation

**Grantee(s):** Ukrainian Federal Credit Union, Beneficiary

**Legal Description:** Section 18, Township 34 North, Range 4 East; Ptn. NW – SE and Gov't Lot 7 (full legal on Exhibit A

**Assessor's Property Tax Parcel or Account No.:** P26202, 340418-0-110-0003,  
P26094, 340418-0-028-0400

**THIS ASSIGNMENT OF LEASES AND RENTS IS DATED FEBRUARY 3, 2015** between **New Life Christian Church**, a Washington nonprofit corporation, whose address is 315 River Bend Road, Mount Vernon, Washington 98273 (referred to below as "Grantor"), and **Ukrainian Federal Credit Union**, whose address is 824 East Ridge Road, Rochester, New York 14621 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to all Leases and the Rents from the Property described on the attached Exhibit A, incorporated herein by this reference, located in Skagit County, State of Washington. This Assignment is recorded in accordance with RCW 65.08.070; the lien created by this Assignment is intended to be specific, perfected and choate upon the recording of this Assignment.

Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness.

**DEFINITIONS.** The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Assignment.** The word "Assignment" means this Assignment of Leases and Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

**Borrower.** The word "Borrower" means New Life Christian Church, a Washington nonprofit corporation. New Life Christian Church is also referred to herein as "Grantor."

**Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default."

**Grantor.** The word "Grantor" means Grantor named above.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment or any of the Related Documents, together with interest on such amounts as provided in the Note.

**Leases.** The word "Leases" means all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real Property, together with any extensions, renewals, amendments, modifications or replacements thereof, and any options, rights of first refusal or guarantees of any tenant's obligations under any lease now or hereafter in effect.

**Lender.** The word "Lender" means Ukrainian Federal Credit Union, its successors and assigns.

**Note.** The word "Note" means the promissory note or credit agreement dated the same day as this Assignment in the original principal amount of Seven Hundred and Fifty Thousand and 00/100 Dollars (\$750,000.00) from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.



**Rents.** The word "Rents" means all rents, revenues, income, issues, and profits from the Leases or ownership of the Property, whether due now or later, including without limitation all awards and payments of any kind derived from or relating to the Leases, the proceeds of any rental or loss of rents insurance and all security deposits, excluding any income arising from services rendered or goods sold by the Grantor.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale. Grantor waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Grantor agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment, Borrower shall pay to Lender all amounts secured by this Assignment as they become due, and Grantor shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS.** With respect to the Rents, Grantor represents and warrants to Lender that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Leases and Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Leases and Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Leases and Rents except as provided in this Assignment.

**LENDER'S RIGHT TO COLLECT RENTS.** Lender shall have the right at any time upon an Event of Default under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.



**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with applicable state laws and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Borrower pays all of the Indebtedness when due, and Borrower and Grantor otherwise perform all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any



amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the Indebtedness.

**Compliance Default.** Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents or the failure of Borrower or Grantor to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor. If such a non-payment default is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure (a) cures the failure within thirty (30) days; or (b) if the cure requires more than thirty (30) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance within ninety (90) days after notice is sent.

**Breaches.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

**Other Defaults.** Failure of Borrower or Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Borrower or Grantor and Lender.

**Insolvency.** The insolvency of Borrower or Grantor; appointment of a receiver for any part of Borrower's or Grantor's property; any assignment for the benefit of creditors; the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor; provided, however, that Borrower or Grantor shall have thirty (30) days in which to obtain a dismissal of any such proceedings; or the dissolution or termination of Borrower's or Grantor's existence as a going business (if Borrower or Grantor is a business). Except to the extent prohibited by federal law or state law, the death of Borrower or Grantor (or a member or partner of Borrower or Grantor) also shall constitute an Event of Default under this Assignment; provided, however, that if Lender determines in its reasonable discretion that its interests are not materially impaired, Lender shall permit the deceased's estate to assume unconditionally the



obligations arising hereunder in a manner reasonably acceptable to Lender and, in so doing, cure the Event of Default.

**Foreclosure, Etc.** Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Events Affecting Guarantor.** Any Guarantor seeks, claims, or otherwise attempts to limit, modify, or revoke such Guarantor's guaranty with Lender or any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent; provided, however, that if Lender determines in its reasonable discretion that its interests are not materially impaired, Lender shall permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith deems itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, the license granted to Grantor to collect the Rents shall be automatically and immediately revoked without further notice to or demand upon Grantor, and Lender shall have the right, without further notice to or demand upon Grantor, and in Lender's absolute discretion, to exercise any one or more of the following rights and remedies:

**Take Possession.** Without regard to the adequacy of any security, and with or without appointment of a receiver, Lender may enter upon and take possession of the Property; have, hold, manage, lease and operate the same, and collect, in its own name or in the name of Grantor, and receive all Rents accrued but unpaid and in arrears as of the date of such Event of Default, as well as the Rents which thereafter become due and payable; and have full power to make from time to time all alterations, renovations, repairs or replacements to the Real Property as Lender may deem proper. Lender may notify the tenants under the Leases, or any property manager or rental agent under any contract with Grantor, to pay all Rents directly to Lender. Grantor shall pay to Lender on demand any Rents collected by Grantor after the revocation of the license granted to Grantor. Grantor hereby irrevocably authorizes and directs the tenants under the Leases, and any property manager or rental agent under any contract, upon receipt of written notice from Lender, to pay all Rents due to Lender without the necessity of any inquiry to Grantor and without any liability respecting the determination of the actual existence of any Event of Default claimed by Lender or any claim by Grantor to the contrary. Grantor further agrees that it shall facilitate in all reasonable ways Lender's collection of the Rents and will, upon Lender's request, execute and deliver a written notice to each tenant under the Leases, or any property manager or rental agent under any contract, directing such parties to pay the Rents to Lender. Grantor shall have no right or claim against any parties to any Lease or contract who make payment to Lender after receipt of written notice from Lender requesting same.



**Application of Rents.** Lender may apply such Rents to the payment of: (i) the Indebtedness, together with all costs and attorneys' fees; (ii) all taxes, charges, claims, assessments, water rents, sewer rents and any other liens which may be prior in lien or payment to the Indebtedness.

**Collect and Enforce Leases.** Lender may: (i) endorse as Grantor's attorney-in-fact the name of Grantor or any subsequent owner of the Real Property on any checks, drafts or other instruments received in payment of the Rents, and deposit the same in bank accounts, which power of attorney is coupled with an interest and shall be irrevocable; (ii) give proper receipts, release and acquittances in relation thereto in the name of Grantor; (iii) institute, prosecute, settle or compromise any summary or legal proceedings in the name of Grantor for the recovery of the Rents, or for damage to the Property, or for the abatement of any nuisance thereon; and (iv) defend any legal proceedings brought against Grantor arising out of the operation of the Real Property.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Manage the Property.** Lender may, at its election, but shall not be obligated to: (i) perform any of Grantor's obligations under the Leases (provided, however, that Grantor shall remain liable for such obligations notwithstanding such election by Lender); (ii) exercise any of Grantor's rights, powers or privileges under the Leases; (iii) modify, cancel or renew existing Leases or make concessions to the tenants thereto; (iv) execute new Leases for all or any portion of the Property; and (v) take such other action as Lender may have taken with respect to the Leases.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

ASSIGNMENT OF LEASES AND RENTS - 7  
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**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Washington. **IF THERE IS A LAWSUIT, GRANTOR AND BORROWER, AT LENDER'S OPTION, AGREE TO SUBMIT TO THE JURISDICTION OF SKAGIT COUNTY, WASHINGTON. LENDER, BORROWER, AND GRANTOR HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER LENDER OR GRANTOR OR BORROWER AGAINST THE OTHER.**

**Multiple Parties, Corporate Authority.** All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment. Where any one or more of the Grantor or Borrowers are corporations or partnerships or limited liability companies, it is not necessary for Lender to inquire into the powers of any of the Grantor or Borrowers or of the officers, directors, partners, members, managers or agents acting or purporting to act on their behalf.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time Is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of any applicable homestead exemption laws as to all Indebtedness secured by this Assignment.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by



Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF LEASES AND RENTS, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

NEW LIFE CHRISTIAN CHURCH,  
a Washington nonprofit corporation

By: Datsky  
Leonid Datsky, Senior Pastor/President

By: Worney  
Valentina Kislyanka, Treasurer

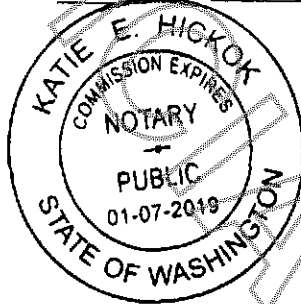


ACKNOWLEDGMENT (REPRESENTATIVE CAPACITY)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that Leonid Datsky is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Senior Pastor/President of New Life Christian Church to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3rd day of February, 2015.

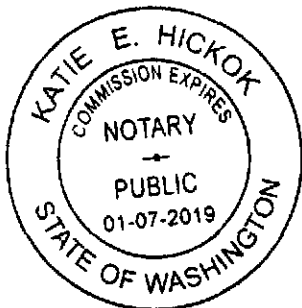


Katie Hickok  
Notary Public for Washington  
My Commission Expires: 1-7-19

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that Valentina Kislyanka is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Treasurer of New Life Christian Church to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3rd day of February, 2015.



Katie Hickok  
Notary Public for Washington  
My Commission Expires: 1-7-19



**EXHIBIT A**

**LEGAL DESCRIPTION**

The land situated in the State of Washington, County of Skagit, described as follows:

**PARCEL "A":**

Tract "D" of Mount Vernon Short Plat No. MV-13-79, approved November 14, 1979 and recorded November 16, 1979, in Volume 3 of Short Plats, pages 208, 209 and 210, under Auditor's File No. 7911160063, records of Skagit County, Washington; being a portion of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and of Government Lot 7, Section 18, Township 34 North, Range 4 East, W.M.

**PARCEL "B":**

That portion of Government Lot 7 in Section 18, Township 34 North, Range 4 East W.M., described as follows:

Beginning at a point on the North line of the County Road running Easterly and Westerly across said subdivision where the same is intersected by the West line of said Government Lot 7; thence Easterly along said North line of said road, 208.5 feet; thence North parallel to the West line of said Government Lot, 208.5 feet; thence West parallel to said road, 208.5 feet to the West line of said Government Lot 7; thence South along said West line to the point of beginning.



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