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File for Record at Request of:
Law Offices of Jack R. Wallace
415 Pine Street
Mount Vernon, WA 98273

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JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

94 MAY 27 P4:00

RECORDED...FILED...
REQUEST OF...

FIRST AMERICAN TITLE CO.

MORTGAGE

42404-3 With Assignment of Rents and Leases

LARRY R. JENSEN, a single man, MICHAEL L. JENSEN and CATHERINE L. JENSEN, husband and wife, and TRIPLE J ENTERPRISES, a Washington general partnership, composed of LARRY R. JENSEN, MICHAEL L. JENSEN, and CATHERINE L. JENSEN, (jointly and severally the "Mortgagors"), mortgage to ALVIN SPARKS, THAD HODGINS, JAMES NEFF, PAT GOOD, KAREN KESSELRING, and RONALD E. KESSELRING (collectively the "Mortgagees"), the following described real estate, situate in the Skagit County, Washington: See Exhibit "A," attached hereto and incorporated herein by this reference (the "Premises"), to secure the payment of the sum of \$1,098,207.65, with interest thereon, according to the terms of a promissory note (the "Note") bearing even date herewith made by Mortgagors payable to Mortgagees, or order, together with any and all modifications, extensions, renewals, and replacements thereof, plus costs and other charges as provided in such note, plus all sums advanced to protect the security of this mortgage, together with interest thereon. The Mortgagors further represent, warrant, covenant and agree as follows:

1. **Insurance.** Mortgagors will keep all improvements on the Premises insured for the protection of Mortgagees for their full replacement cost with such company or companies as Mortgagees may from time to time approve, and to keep the policies therefore properly endorsed on deposit with Mortgagees. Such policy or policies of insurance shall name Mortgagees as additional insureds and first loss payees, and Mortgagors shall provide Mortgagees with certificates of insurance indicating that coverage shall not be changed or cancelled without 30 days prior written notice to Mortgagees. Unless Mortgagors and Mortgagees otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the damaged property, if the restoration or repair is economically feasible and the Mortgagees' security is not lessened. If the restoration or repair is not economically feasible or the Mortgagees' security would be lessened, the insurance proceeds shall be applied to the sums secured by the Mortgage, whether or not then due, with any excess paid to the Mortgagors.

2. **Taxes and Assessments.** Mortgagors promise and agree to pay before delinquency, directly to the payee thereof, all taxes, assessments, and other public charges levied, assessed or charged against the Premises.

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3. **Waste/Hazardous Substances.** Mortgagors will farm, cultivate, and care for said Premises in a proper farmlike manner, and will not cause, permit, or suffer waste on the Premises. Notwithstanding any provision of this Mortgage to the contrary, Mortgagors shall not, during the term of this Mortgage, permit the release of any hazardous substance (defined as any hazardous, dangerous, or toxic substance which is regulated under any federal, state, or local statute, ordinance, rule, or regulation now or hereafter in effect) into the environment; provided, however, Mortgagors may use appropriate farm chemicals according to all applicable laws, regulations, and manufacturer's label instructions. Mortgagors will defend, hold harmless and indemnify Mortgagees from and against claims, demands, penalties, fees, liens, damages, losses, expenses, or liabilities resulting from any breach of the foregoing, any cost or expense incurred as a result of hazardous substances being found on the Premises, and any cleanup costs. This indemnity shall survive satisfaction of the Mortgage through foreclosure or otherwise.

4. **Indebtedness/Promissory Note.** In the event Mortgagors shall fail to pay any installment of principal or interest secured hereby when due or to keep or perform any covenant or agreement contained herein or in the Note, then the whole indebtedness hereby secured shall forthwith become due and payable, at the election of the Mortgagees, all in accordance with the terms and conditions of this Mortgage and the Note.

5. **Deed Release.** Provided there are no defaults under this Mortgage or the Note which it secures, the Mortgagors shall be entitled to releases of portions of the mortgaged Premises ("subject property") from the lien hereof as sales of said property occur to unrelated third parties in arms-length transactions; subject, however, to the further provisions of this paragraph.

a. The Mortgagees shall have received a proposed subdivision map of the subject property, together with evidence of all necessary approvals hereof by governmental subdivisions and the due filing in the office of the Clerk of Skagit County and the filing of any bond or bonds or deposits of any security required by such governmental subdivisions. The subdivision map shall designate the portion of the subject property to be released.

b. The Mortgagees shall have received from Mortgagors a copy of a written offer to purchase the parcel to be released reflecting Mortgagor's acceptance. All conditions precedent to closing shall have been met or waived, except any contingency for this deed release.

c. At the time of closing any such sale, Mortgagees shall be paid from escrow, in cash, the following percentage of all consideration from said sale, after deduction of expenses of roads, water, sewer and other required improvements paid by Mortgagors prior to closing, and costs of sale, including reasonable attorney's fees and costs, incurred by Mortgagors, said payment to

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Mortgagees to be applied towards the principal balance on the Note provided all accrued interest has been paid:

<u>Property Sold</u>	<u>Percentage to Mortgagees</u>
1. Bare Land	35% or \$3000 per acre, whichever is greater
2. Land with Improvements	50%
3. Sale to Hayton pursuant to option	100%

The release price for the acreage covered by this Mortgage shall not exceed the balance of the principal and interest hereby secured at the time of such release. No payment made under this release provision shall have the effect of postponing any payment or amortization as provided for in the Note or this Mortgage.

d. The Mortgagees shall not be obligated to deliver any release at a time when there shall be a default hereunder; provided, however, that in the event that the consideration received for the contemplated release would cure any default existing on the mortgage balance (including, but not limited to, costs and attorney's fees incurred by Mortgagees) and be sufficient to pay Mortgagees the amount provided in subparagraph (c) over and above the amount required to cure said default, then such release shall be granted in conformance herewith.

e. The Mortgagors shall give the Mortgagees at least 20 days prior written notice of a request for a release. Said notice shall include copies of all documents required to be provided to Mortgagees, proof of compliance with all conditions precedent, and payment of the attorney's fees required pursuant to subparagraph (f) below.

f. Any such release shall be in the form set forth in Exhibit "B" attached hereto, and shall be prepared by the attorney for the Mortgagees at a cost to Mortgagors of \$300 per release. A separate release shall be required for each purchaser of land from Mortgagors and for each transaction. Should the Mortgagor request a release of land to be used for residential development in a single sale, then the attorney fee reimbursement to Mortgagees shall be an amount equal to \$300 per lot to be created in such development or a reasonable amount, whichever is less.

g. If the Mortgagors shall have installed roads, and drainage facilities, or sewer lines on or under the subject property in conformity with all legal requirements, the Mortgagees will, on request of the Mortgagors, join, without charge to the Mortgagees, in any dedication of such roads, drainage facilities and sewers; provided the same do not materially impair the value of

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the collateral. Any instrument for this purpose shall be prepared by the Mortgagors at Mortgagors' expense and shall be reasonably satisfactory in form to Mortgagees.

h. The Mortgagees shall, upon request of the Mortgagors, and without charge to the Mortgagees, agree to the creation of such easements in the subject property as may be reasonably necessary and appropriate for drainage purposes or for any utilities to be supplied to any building which may be hereafter erected upon any part of the subject property; and will subordinate the lien of this Mortgage to any such easements; provided, however, that no lien or charge shall be created thereby prior to the lien of this Mortgage; and provided further, that such easements do not materially impair the value of the collateral. Any instrument required for such easement(s) shall be prepared by the Mortgagors at Mortgagors' expense and shall be reasonably satisfactory in form to the Mortgagees.

i. The Mortgagees hereby consent to the release of any and all acreage required to fulfill Mortgagors' Option to Purchase in favor of HAYTON FARMS, INC. as provided for in the Confirmed Plan in Case No. 92-09884 in accordance with the terms hereof; provided Mortgagors comply with all of the provisions of this mortgage with respect thereto and pay 100 percent of all consideration to Mortgagees as provided herein.

j. For purposes of this mortgage, the term "unrelated third parties" shall mean persons or entities not affiliated or related to any of the Mortgagors. VALLEY PRIDE SALES, COUNTRY COUSINS, and other entities or associations in which Mortgagors may have an interest are not "unrelated third parties." The term "arms-length transactions" shall mean bona fide transactions in which the price and other terms are bargained for and are commercially reasonable. In the event Mortgagors desire to sell a portion of the property to a related or affiliated party, or upon terms that are not arms-length, then the payment to be made to Mortgagees for said release to be applied to the mortgage debt shall be agreed to by the parties based upon the value of the property to be released, the impact of the release on the value of the remaining property, and such other factors as may be reasonable under the circumstances.

k. No release shall be granted for the existing plant site and adjoining 40 acres.

6. **Due on Sale Clause.** If all or any part of the subject property or an interest therein is sold or transferred by Mortgagors without Mortgagees prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to their mortgage; (b) the creation of a purchase money security interest for household appliances or fixtures; (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant; (d) the grant of any leasehold interest of six years or less to a tenant other than Hayton Farms, Inc.; (e) the lease option provided

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for in the Confirmed Plan in Case No. 92-09884 and this agreement between Mortgagors and Hayton Farms, Inc.; (f) the option to purchase provided for in the Confirmed Plan in Case No 92-09884 and agreement granted by Mortgagors to Hayton Farms, Inc.; and (g) and the exercise of deed release provisions contained in this Mortgage, then Mortgagees may, at their option, declare all sums secured by this Mortgage to be immediately due and payable.

7. Assignment of Rents, Leases, Receiver.

7.1 Assignment of Rents and Leases. As part of the consideration for the indebtedness evidenced by the Note, and not as additional security therefor, Mortgagors hereby absolutely and unconditionally assign and transfer to Mortgagees all right, title and interest of Mortgagors in and to (a) any and all present and future leases, and other agreements for the occupancy or use of all or any part of the Premises, and any and all extensions, renewals and replacements thereof (collectively "Leases"); (b) all cash or security deposits, advance rentals and deposits of a similar nature under the Leases, and (c) all rents, issues, profits, and revenues (collectively "Rents") now due or which may become due or to which Mortgagors may now or shall hereafter become entitled or may demand or claim (including Rents coming due during any redemption period), arising or issuing from or out of any and all Leases, including, without limitation, minimum, additional, percentage, and deficiency rents and liquidated damages.

7.2 Collection of Rents. Prior to written notice given by Mortgagees to Mortgagors of an Event of Default hereunder, Mortgagors shall have a license to, and will, collect and receive all Rents of the Premises as trustee for the benefit of Mortgagees and Mortgagors, to apply the Rents so collected first to the payment of taxes, assessments and other charges on the Premises prior to delinquency, second to the cost of insurance, maintenance and repairs required by the terms of this Mortgage, third to the costs of discharging any obligation or liability of Mortgagors under the Leases, and fourth, to the indebtedness secured hereby, with the balance, if any, so long as no Event of Default has occurred, to the account of Mortgagors. Upon delivery of written notice by Mortgagees to Mortgagors of an Event of Default hereunder and stating that Mortgagees exercise their rights to the Rents, and without the necessity of Mortgagees entering upon, and taking and maintaining full control of the Premises in person, by agent or by a court-appointed receiver, Mortgagees shall immediately be entitled to possession of all Rents from the Premises as the same become due and payable, including, without limitation, Rents then due and unpaid, and all such Rents shall immediately upon delivery of such notice be held by Mortgagors as trustee for the benefit of Mortgagees only. Upon delivery of such written notice by Mortgagees, Mortgagors hereby agree to direct each tenant or occupant of the Premises to pay all Rents to Mortgagees on Mortgagees's written demand therefor, without any liability on the part of said tenant or occupant to inquire further as to the existence of a default by Mortgagors; Mortgagors hereby authorize

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Mortgagees as Mortgagors' attorney-in-fact to make such direction to tenants and occupants upon Mortgagors' failure to do so as required herein. Payments made to Mortgagees by tenants or occupants shall, as to such tenants and occupants, be in discharge of the payor's obligations to Mortgagors. Mortgagees may exercise, in Mortgagees or Mortgagors' name, all rights and remedies available to Mortgagors with respect to the collection of Rents. Nothing herein contained shall be construed as obligating Mortgagees to perform any of Mortgagors' obligations under any of the Leases.

7.3 Mortgagees in Possession/Appointment of Receiver.

Upon any Event of Default hereunder, Mortgagees may, in person, by agent, or by a court-appointed receiver, regardless of the adequacy of Mortgagees' security, enter upon and take and maintain full control of the Premises in order to perform all acts necessary and appropriate for the operation and maintenance thereof in the same manner and to the same extent as Mortgagors could do the same, including, without limitation, the execution, enforcement, cancellation, and modification of Leases, the collection of all Rents of the Premises, the removal and eviction of tenants and other occupants, the making of alterations and repairs to the Premises, and the execution and termination of contracts providing for management or maintenance of the Premises, all on such terms as are deemed best by Mortgagees to protect the security of this Mortgage. From and after the occurrence of any such Event of Default, if any owner of the Premises shall occupy the Premises or part thereof, such owner shall pay to Mortgagees in advance on the first day of each month a reasonable rental for the space so occupied, and upon failure so to do, Mortgagees shall be entitled to remove such owner from the Premises by any appropriate action or proceedings. Following an Event of Default hereunder, Mortgagees shall be entitled (regardless of the adequacy of Mortgagees' security) to the appointment of a receiver, Mortgagors hereby consenting to the appointment of such receiver. Said receiver may serve without bond and may be Mortgagees or an employee of Mortgagees. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by such receivers, all the rights and powers granted to Mortgagees under this Mortgage. Mortgagees or the receiver shall be entitled to receive a reasonable fee for so managing the Premises.

7.4 Application of Rents. All Rents collected subsequent to delivery of written notice by Mortgagees to Mortgagors of an Event of Default hereunder shall be applied first to the costs, if any, of taking control of and managing the Premises and collecting the Rents including, without limitation, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of maintenance and repairs to the Premises, premiums on insurance policies, taxes, assessments, and other charges on the Premises, and the costs of discharging any obligation or liability of Mortgagors under the Leases, and then to the indebtedness secured hereby. Mortgagees and the receiver shall be liable to account only for those Rents actually received. Mortgagees shall not be

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liable to Mortgagors, anyone claiming under or through Mortgagors, or anyone having an interest in the Premises by reason of anything done or left undone by Mortgagees under this Mortgage.

7.5 Deficiencies. To the extent, if any, that the costs of taking control of and managing the Premises, collecting the Rents, and discharging obligations and liabilities of Mortgagors under the Leases, exceed the Rents of the Premises, the excess sums expended for such purposes shall be indebtedness secured by this Mortgage. Such excess sums shall be payable to Mortgagees upon demand by Mortgagees and shall bear interest from the date of disbursement at the default interest rate under the Note, or the maximum rate which may be collected from Mortgagors therefor under applicable law if that is less.

7.6 Mortgagees Not In Possession. Nothing herein shall constitute Mortgagees a "mortgagee in possession" prior to their actual entry upon and taking possession of the Premises, entry upon and taking possession by a receiver not constituting possession by Mortgagees.

7.7 Enforcement. Mortgagees may enforce this assignment without first resorting to or exhausting any security or collateral for the indebtedness. As used in this Mortgage, the word "lease" shall mean "sublease" if this Mortgage is on a leasehold. This assignment shall terminate at such time as this Mortgage ceases to secure payment of indebtedness held by Mortgagees.

8. Nonwaiver of Defaults. The entering upon and taking possession of the Premises, the collection of Rents or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Premises, and the application or release thereof as herein provided, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

9. Remedies Cumulative. To the extent permitted by law, every right and remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage, or afforded by law or equity, or any other agreement between Mortgagees and Mortgagors, and may be exercised concurrently, independently, or successively, in any order whatsoever. Mortgagees may exercise any of their rights and remedies at their option without regard to the adequacy of their security.

10. Mortgagees' Expenses. Mortgagors will pay all of Mortgagees reasonable expenses incurred in any efforts to enforce any terms of this Mortgage, whether or not any suit is filed including, without limitation, reasonable legal fees and disbursements, foreclosure costs, and title charges. All such sums, with interest thereon, shall be additional indebtedness of Mortgagors secured by this Mortgage. Such sums shall be immediately due and payable, and shall bear interest from the date of disbursement at the default rate of interest stated in the Note,

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or the maximum rate which may be collected from Mortgagors under applicable law if that is less.

11. **Application of Payments.** Except as applicable law or this Mortgage may otherwise provide, all payments received by Mortgagees under the Note or this Mortgage shall be applied by Mortgagees in the following order of priority: (a) Mortgagees' expenses incurred in any efforts to enforce any terms of this Mortgage; (b) interest payable on advances made to protect the security of this Mortgage; (c) principal of such advances; (d) interest and late charges payable on the Note; (e) principal of the Note; and (f) any other sums secured by this Mortgage in such order as Mortgagees, at their option, may determine; provided, however, that Mortgagees may, at their option, apply any such payments received to interest on or principal of the Note prior to applying such payments to interest on and principal of advances made to protect the security of this Mortgage.

12. **No Violation of Usury Laws.** Interest, fees and charges collected or to be collected in connection with the indebtedness secured hereby shall not exceed the maximum, if any, permitted by any applicable law. If any such law is interpreted so that said interest, fees and/or charges would exceed any such maximum and Mortgagors are entitled to the benefit of such law, then: (a) such interest, fees and/or charges shall be reduced by the amount necessary to reduce the same to the permitted maximum; and (b) any sums already paid to Mortgagees which exceeded the permitted maximum will be refunded. Mortgagees may choose to make the refund either by treating the payments, to the extent of the excess, as prepayments of principal or by making a direct payment to the person(s) entitled thereto. No prepayment premium shall be assessed on prepayments under this paragraph. The provisions of this paragraph shall control over any inconsistent provision of this Mortgage or the Note.

13. **Notice.** Except as applicable law may otherwise require, all notices and other communications shall be in writing and shall be deemed given when delivered by personal service, or when mailed, certified or registered mail, postage prepaid, addressed to the address specified below, three (3) days after such mailing. Any party may at any time change their address for such purposes by delivering or mailing to the other parties hereto as aforesaid a notice of such change.

Mortgagors' Address: 1327 McLean Road
Mount Vernon, WA 98273

Mortgagees' Address: Skagit Properties
c/o Jack R. Wallace, Attorney
415 Pine Street
Mount Vernon, WA 98273

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14. **Time.** Time is of the essence in connection with all obligations of Mortgagors herein.

DATED this 27th day of May, 1994.

[Signature]
LARRY R. JENSEN, individually and
as a general partner in Triple J
Enterprises

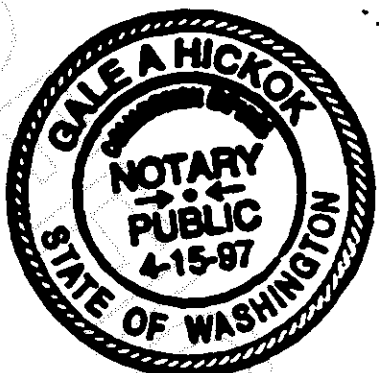
[Signature]
MICHAEL L. JENSEN, individually and
as a general partner in Triple J
Enterprises

[Signature]
CATHERINE L. JENSEN, individually and
as a general partner in Triple J
Enterprises

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that
LARRY R. JENSEN, a single man, signed this instrument and
acknowledged it to be his free and voluntary act for the uses and
purposes mentioned in the instrument.

DATED: May 27, 1994.



Gale A. Hickok
NOTARY PUBLIC
Gale A. Hickok
(Print or Type Name of Notary)
My Appointment Expires 4-15-97

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STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that
MICHAEL L. JENSEN and CATHERINE L. JENSEN, husband and wife, signed
this instrument and acknowledged it to be their free and voluntary
act for the uses and purposes mentioned in the instrument.

DATED: 5-27, 1994.



Gale A. Hickok
NOTARY PUBLIC
Gale A. Hickok
(Print or Type Name of Notary)
My Appointment Expires 4-15-97

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EXHIBIT "A"

Exhibit "A" to Mortgage by LARRY R. JENSEN, MICHAEL L. JENSEN, and CATHERINE L. JENSEN (jointly and severally "Mortgagors") to ALVIN SPARKS, THAD HODGINS, JAMES NEFF, PAT GOOD, KAREN KESSELRING, and RONALD E. KESSELRING (collectively "Mortgagees").

LEGAL DESCRIPTION

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

PARCEL "A":

a.) Government Lots 1, 2 and the East 1/2 of the Northeast 1/4 of Section 24, Township 34 North, Range 2 East W.M., EXCEPT road right-of-ways.

EXCEPT that portion thereof lying within Tracts "A" and "B" of Skagit County Short Plat No. 42-79, approved September 6, 1979 and recorded September 6, 1979 in Volume 3 of Short Plats, page 176, under Auditor's File No. 7909060026.

b.) Government Lots 4, 6, 7 and the East 1/2 of the Southeast 1/4 of Section 13, Township 34 North, Range 2 East W.M.

c.) That portion of the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 34 North, Range 3 East W.M., lying South and West of Higgins Slough and Government Lots 3 and 4 of Section 18, Township 34 North, Range 3 East W.M.

d.) Government Lot 2 of Section 18, Township 34 North, Range 3 East W.M., and Government Lot 5 of Section 13, Township 34 North, Range 2 East W.M., EXCEPT so much thereof as lies within the following described tract:

Beginning at the corner of Sections 7, 12, 13 and 18 on the Township line between Township 34 North, Range 2 East W.M., and Township 34 North, Range 3 East W.M., and thence running South following the said Township line a distance of 1320 feet; thence turning and running East a distance of 1295.6 feet; thence turning and running South a distance of 590.7 feet; thence turning and running North 74 degrees 30' West a distance of 556.5 feet; thence turning and running South 78 degrees 15' West a distance of 486 feet; thence turning and running North 82 degrees 30' West a distance of 269.4 feet to an intersection with said Township line, which point of intersection is 1822.8 feet South of said corner of Sections 7, 12, 13 and 18; thence turning and running North 62 degrees West a distance of 671 feet; thence turning and running North 41 degrees 45' West a distance of 250 feet; thence turning and running North 5 degrees West a distance of 862 feet; thence turning and running North 20 degrees 15' West a distance of 300 feet; thence turning and running North 6 degrees 45' West a distance of 224 feet; thence turning and running North 10 degrees 45' East a distance of 300 feet; thence turning and running North 28 degrees 30' East a distance of 400 feet; thence turning and running North 47 degrees 12' East a distance of 979.2 feet to an

intersection with the aforesaid Township line; thence running and running South following the said Township line a distance of 1350.9 feet to the corner of Sections 7, 12, 13 and 18 on Township line between Township 34 North, Range 2 East W.M., and Township 34 North, Range 3 East W.M., the point of beginning.

e.) Government Lot 1 of Section 19, Township 34 North, Range 3 East W.M.

EXCEPTING from the above descriptions County road, dike and ditch right-of-ways and "PLAT OF SKAGIT BEACH NO. 1", as per plat recorded in Volume 8 of Plats, page 71, records of Skagit County, Washington, portions of which have been replatted as "PLAT OF SKAGIT BEACH NO. 2", as per plat recorded in Volume 9 of Plats, page 25, records of Skagit County, Washington; "PLAT OF SKAGIT BEACH NO. 3", as per plat recorded in Volume 9 of Plats, page 26, records of Skagit County, Washington; "PLAT OF SKAGIT BEACH NO. 4", as per plat recorded in Volume 11 of Plats, page 45, records of Skagit County, Washington; and "PLAT OF SKAGIT BEACH NO. 5", as per plat recorded in Volume 10 of Plats, page 27, records of Skagit County, Washington.

PARCEL "B":

That portion of the Northeast 1/4 of the Southwest 1/4 of Section 18, Township 34 North, Range 3 East W.M., lying West of Higgins Slough, EXCEPT road, dike and ditch right-of-ways.

PARCEL "C":

Government Lot 2, Section 19, Township 34 North, Range 3 East W.M., EXCEPT road, ditch and dike right-of-ways, AND EXCEPT the following described tracts:

1.) That portion of Government Lot 2 of Section 19, Township 34 North, Range 3 East W.M., described as follows:

Beginning at a point on the North line of the County road running along the South line of said subdivision, a distance of 1036 feet West of the East line of said Government Lot 2; thence North parallel with said East line a distance of 208.7 feet; thence West parallel with the North line of said County road a distance of 208.7 feet; thence South parallel with the East line of said Government Lot 2 a distance of 208.7 feet to the North line of said County road; thence East along the North line of said County road a distance of 208.7 feet to the point of beginning.

2.) The East 230 feet of the South 226 feet of Government Lot 2, Section 19, Township 34 North, Range 3 East W.M., EXCEPT the East 30 feet thereof.

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TOGETHER WITH:

- a. All buildings, improvements and tenements now or hereafter located on the Premises;
- b. All fixtures and all articles of property now used or adapted for use in the ownership, development, operation, or maintenance of the buildings, improvements, and Premises, including, without limitation, all heating, cooling, air conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, and other fixtures;
- c. All easements, all access, air and development rights, all water, water rights, and water stock, and all other rights, hereditaments, privileges, permits, licensees, franchises, and appurtenances, now or hereafter belonging or any way appertaining to the Premises;
- d. All of the rents, revenues, issues, and profits and income of the Premises and all right, title and interest in and to all present and future leases and all other agreements for the occupancy or use of all or any part of the Premises; and
- e. All proceeds of any and all of the foregoing.

End of Legal Description

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