

RECORDED NOVEMBER 1, 1978 BK 235 PG 341 NO. 750376 MARGARET LEWIS, COUNTY CLERK

***This Indenture***, Made this 3rd day of January in the year  
of our Lord one thousand nine hundred and Seventy-eight between Asp Construction Co., Inc.  
a North Dakota Corporation

part y of the first part, and Arthur O. AndersonBrookings, South Dakota

whose post office address is

part y of the second part:

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of  
Ten Dollars and other Good and Valuable Consideration----- DOLLARS,  
to it in hand paid by said part y of the second part, the receipt of which is hereby

acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto said partof the second part, his heirs and assigns FOREVER, all that tractor parcel of land lying and being in the County of Sheridan and State of WyomingDakota, and described as follows, to-wit: A One-fourth (1/4) undivided interest in Lots No. One (1)  
and Six (6) of Country Club Estates, a subdivision of a part of the NortheastOne-fourth of the Northeast One-fourth of the Northwest One-fourth (NE1/4NW1/4) ofSection Twenty-eight (28), Township Fifty-six (56) North, Range Eighty-four (84)West of the Sixth Principal Meridian, County of Sheridan, State of Wyoming, togetherwith all improvements situate thereon, subject to all rights-of-way, easements and  
restrictions of record; also subject to the right of Grantors and Grantors' assignsto connect onto the sewer main as may be located on the Country Club Estates Sub-  
division, if in the future Grantors and Grantors' assigns determine it to bedesirable in order to provide service to other lands.

TO HAVE AND TO HOLD THE SAME. Together with all the hereditaments and appurtenances  
thereunto belonging or in anywise appertaining, to the said part y of the second part, his  
heirs and assigns FOREVER. And the said Asp Construction Co., Inc.

part y of the first part, for its

heirs, executors and administrators, do covenant with the part y of the second part, his  
heirs and assigns, that it is well seized in fee of the land and premises aforesaid and

has good right to sell and convey in the same manner and form aforesaid; that the same are free from all  
incumbrances, except installments of special assessments or assessments for special improvements which have  
not been certified to the County Auditor for collection, Subject to a first mortgage on the above  
described property to IDS Life Insurance Company of Minneapolis, Minnesota in the  
original amount of \$725,000.00 of which Second Party agrees to assume and pay 1/4  
of the amount due in accordance with the terms of said mortgage. This deed is also  
subject to a Buy and Sell Agreement between parties hereto.

and the above bargained and granted lands and premises in the quiet and peaceable possession of said part y  
of the second part, his heirs and assigns, against all persons lawfully claiming or to claim the whole or any part  
thereof, the said part its of the first part will warrant and defend.

IN WITNESS WHEREOF, The said part of the first part hereunto sethand the day and year first above written.

Signed, Sealed and Delivered in presence of

ASP CONSTRUCTION CO., INC.

(SEAL)

By Arthur O. Anderson President

(SEAL)

REDA Secretary

(SEAL)

(SEAL)

