RECORDED FEBRUARY 1, 2000 BK 412 PG 416 NO 338395 AUDREY KOLTISKA, COUNTY CLERK

## ASSIGNMENT OF LEASE

This assignment of lease is made this day of January, 2000, by John T. Kobielusz and Florence Joyce Kobielusz, of 751 North Sheridan Avenue, Sheridan, Wyoming 82801, hereinafter referred to as "Assignors," to Larry Grayson, whose address is 838 Mullowney Lane, Billings, Montana 59101, hereinafter referred to as "Assignee."

In consideration of the covenants and obligations contained in that certain Purchase and Sale Agreement between Assignor and Assignee dated January 3, 2000, and other good and valuable consideration, the Assignors hereby assign to the Assignee a lease made by Marie Sabo to Assignors dated September 16, 1996, covering premises known as that parcel of real estate lying within Sheridan County, Wyoming and more particularly described as follows:

A tract of land situated in the SE¼SW¼ of Section 35, Township 56 North, Range 84 West of the 6<sup>th</sup> Principal Meridian, Sheridan County, Wyoming, described as follows: Beginning at a point on the West right-of-way line of Highway No. 87 (Coffeen Avenue), which point is 596.28 feet North and 33 feet West of the Southeast corner of the Southwest quarter of said Section 35, thence North along said right-of-way 60 feet, thence West 100 feet, thence South 60 feet, thence East 100 feet to the point of beginning.

Assignee to have and to hold the same for and unto himself and his assigns from the date hereof for the rest of the term mentioned therein, together with any extensions, renewals, or options therein contained, subject to the rents, covenants, conditions and provisions therein. Assignce shall comply with all terms, rents, covenants, conditions and provisions contained in said lease and extension of lease, and shall hold Assignors harmless from any and all causes of action arising out of Assignee's assumption of the same.

Assignor hereby covenants that the Assigned Lease and the Extension of Lease is free from encumbrances, and that the same is fully paid, in force, and that no claims or defaults exist in the lease or the extension of lease, as of the date hereof.

IN WITNESS WHEREOF, the parties have signed and acknowledged this instrument on the date and year first above written.

John T. Kobielusz - Assignor

Florence Joya Kobielussy Florence Joyce Kobielusz - Assignor

Larry Grayson - Assignee

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STATE OF WYOMING )	
county of Sheridan) ss.	A CONTROL ED CAMENTE
	ACKNOWLEDGMENT  February MC  RN to before me this /at day of January, 2000, by John
SUBSCRIBED AND SWO T. Kobielusz.	Marjarie L. Carter
	Notary Public
My commission expires:	MARJORIE L CARTER NOTARY PUBLIC  County of Sheriden  State of Wyoming
91.77200	My Commission Expires 9/1/2407
STATE OF WYOMING ) COUNTY OF Shevidan) ss.	
•	ACKNOWLEDGMENT February me
SUBSCRIBED AND SWO Florence Joyce Kobielusz.	DRN to before me this <u>lat</u> day of <del>January</del> , 2000, by  Notary Public
My commission expires: 9/7/2002	MARJORIEL CERTER NOTAT PUBLIC  County of State of Wyoming  My Countyfor Exper
MONTANA STATE OF MONTANA ) ss	
COUNTY OF YELLOWSTONE	CONTRACTOR CONTRACTOR
	ACKNOWLEDGMENT
SUBSCRIBED AND SW by Larry Grayson.	ORN to before me this / day of feb 2000, 2000,
w.	Notary Public
My commission expires:	
2-2-2000	-

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