A L A S K A

2017-011901-0

Recording Dist: 311 - Palmer
6/22/2017 10:23 AM Pages: 1 of 3

WARRANTY DEED

(Creating Tenancy by the Entirety)

M102377

The Grantor, WAYNE COLLINS, a(n) unmarried person,
whose address is 3807 Arkansas Drive, Anchorage AK 99517, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby convey and warrant unto the Grantee,
JAMES M. HESS and KATHLEEN M. HESS, husband and wife,
whose address is 189 E. Nelson Ave., Wasilla AK 99654, as TENANTS BY THE ENTIRETY, with the right of survivorship, and to the heirs and assigns of the survivor, the following described real property:

Lot Three (3), DEHART ACRES, according to the official plat thereof, filed under Plat No. 76-17, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

SUBJECT TO ALL reservations, easements, exceptions, restrictions, covenants, conditions, plat notes, by-laws and rights-of-way of record, if any.

SUBJECT TO taxes and/or assessments due the Matanuska-Susitna Borough for the year 2017, a lien but levy therefore has not been made.

SUBJECT TO rights of the public and/or governmental agencies in and to any portion of said land included within the boundaries of the Parks Highway.

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the premises, all and singular, together with the appurtenances and privileges thereto incident unto said Grantee, and to the heirs, executors, administrators and assigns of the survivor, FOREVER.

Law Office of Jeremy Collier PC, 851 E Westpoint Dr #212, Wasilla AK 99654 Tel 907-357-4500 Fax 907-357-4510

eRecorded Document

DATED JUNE 15, 2017.

GRANTOR:

WAYNE COLLINS

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on JUNE 15, 2017, by WAYNE COLLINS.

Notary Public in and for Alaska
My Commission expires: _____

State of Alaska
NOTARY PUBLIC
M. Lozano
My Commission Expires Sep 1, 2020

Law Office of Jeremy Collier PC, 851 E Westpoint Dr #212, Wasilla AK 99654 Tel 907-357-4500 Fax 907-357-4510

DATED JUNE 21, 2017.

GRANTEE:

James M Hess
JAMES M. HESS

Kathleen M Hess
KATHLEEN M. HESS

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on JUNE 21, 2017, by JAMES M. HESS and KATHLEEN M. HESS.

Peggy Berg
Notary Public in and for Alaska
My Commission expires: 10/26/18

PEGGY BERG
My Commission Expires
NOTARY PUBLIC
Oct. 26, 2018
STATE OF ALASKA

Record in the Palmer Recording District
Return to James and Kathleen Hess
189 E. Nelson Ave.
Wasilla, AK 99654

Law Office of Jeremy Collier PC, 851 E Westpoint Dr #212, Wasilla AK 99654 Tel 907-357-4500 Fax 907-357-4510

SCHEDULE A

Name and Address of Title Insurance Company:

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 01029-102377

Policy No.: O-9301-004149281

Address Reference: 12975 West Horizon Way, Houston, AK 99652
(For Company Reference Purposes Only)

Amount of Insurance: $45,000.00

Premium: $352.00

Date of Policy: June 22, 2017 at 10:23 AM

1. **Name of Insured:**

   James M. Hess and Kathleen M. Hess

2. **The estate or interest in the Land that is insured by this policy is:**

   Fee Simple

3. **Title is vested in:**

   James M. Hess and and Kathleen M. Hess, husband and wife

4. **The Land referred to in this policy is described as follows:**

   Lot Three (3), DEHART ACRES, according to the official plat thereof, filed under Plat No. 76-17, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

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Lease

1. The parties to this Lease AK Funding of self (hereinafter Tenant) and James & Kathleen Hess of self (hereinafter Landlord).

2. Landlord agrees to lease, demise and let to the Tenant and Tenant agrees to hold the Premises located at 12975 W. Horizon Way Houston, AK consisting of building (hereinafter "Premises") for the term of 60 months from the first day of July ,2017 through and until the first day of July, 2022.

3. The Tenant promises to pay the said rent in the amount of $180,000 in monthly installments of 3,000 payable at the 1st day of each month.

4. The Tenant agrees to quit and deliver up the premises to the Landlord, peaceably and quietly, at the end of the rental term, in good order and condition, reasonable use and wearing excepted, fire and casualties and acts of God excepted, and to pay the rent as provided herein, during the term for such further time as the Tenant may hold it, and not make or suffer any waste thereof; nor sublet the premises nor permit any other person or persons to occupy the premises or to make or suffer any alteration thereto without permission of the Landlord, in writing, having been first obtained; and that the Landlord may enter to inspect and make improvements, and to expel the Tenant, if (he, she) fails to pay the rent as provided herein, or damages the premises or breaches any terms of the lease.

5. The Landlord and Tenant agree that if the premises, or any part of the premises are destroyed or damaged by fire or other unavoidable casualty, making the premises unfit for use and habitation, then, the rent reserved, or a just and proportional part of it, calculated according to. the nature and extent of the injuries sustained by the property, shall be suspended or abated until the said premises are put in proper condition for use and habitation by the said Lessor.

6. In the case of default and the Landlord obtains control of the property, they will not seize any marijuana or marijuana product and shall immediately contact AMCO enforcement for guidance.

Signed and sealed this 4th day of October, 2017

James m Hess for AKfunding LLC
(Tenant)

James m Hess
(Landlord)