

That said affiant makes this affidavit for the purpose of stating the true facts with reference to the right of said Annie Malonek to the use of said ditch. And further affiant sayeth not.

W. J. Priddy

Subscribed in my presence and sworn to before me this 26th day of September, A. D., 1931.

(NOTARIAL SEAL)

Lula Mae Scott
Notary Public

No. 9989
Zeph Jones, et ux
to
Dwight Mocroft
Fee \$1.85

AGREEMENT

THE STATE OF WYOMING) ss. Filed for record in my
County of Sublette) A. D. 1931 at 3:00 o'clock
Book 2 of Macs., page 544.

C. C. Feltner
County Clerk

THIS AGREEMENT, Made in duplicate this 27 day of June, 1927, by and between Zeph Jones and Jennie C. Jones, his wife, first parties and Dwight Mocroft, second party.

WITNESSETH; That if second party shall first make the payments and perform the covenants herein mentioned to be made and performed by second party, the first parties hereby agree to convey to said second party, the following described lots, pieces or parcels of land situate, lying and being in the Town of Pinedale, Sublette County, Wyoming, to wit:

Lots 11, 12, 13 and 14 in Block 4, Original Townsite of Pinedale, Sublette County, Wyoming, together with all improvements and buildings thereon, and the tenements, hereditaments and appurtenances appertaining thereto

in fee simple by good and sufficient Warranty Deed, free and clear of and from all liens and encumbrances of whatever kind, or nature soever, and to deliver abstract of title therefor so showing.

And said second party agrees to pay to said first parties, as the purchase price of said above properties the sum of \$2500, in manner following, to wit:

\$40. per month on the first day of July, August, September and October, 1927. \$340 on November 1, 1927. Thereafter \$25. per month on or before the first day of the months of December, January, February, March, April and May, and \$40 per month on or before the first day of the months of June, July, August, September, October and November continuously until there shall have been fully paid under this entire contract the total sum of \$2500. it being the intention of the parties hereto that second party shall pay \$25. per month during the winter and spring months, and \$40. per month during the summer and fall months. All deferred payments shall draw interest at the rate of 8 per cent per annum payable semi-annually on the 1st day of July and the 1st day of January.

Second party shall pay all taxes that may become due on said above property, except that he shall only pay one-half the taxes for the year 1927.

And in case of the failure of the said second party to pay the said sum of \$2500. in the manner aforesaid, this agreement may be ended and terminated at the election of first parties upon giving to the second party 30 days notice of their intention so to do, unless second party shall make good any default within said 30 days, and in case this contract shall be ended and terminated by first parties, second party shall forfeit all payments made by him, and such payments shall be retained by first parties in full satisfaction and liquidation of all damages first parties may have sustained.

It is mutually agreed that time shall be the essence of this agreement.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

Zeph Jones

Jennie C. Jones

Dwight Mocroft

The State of Wyoming) ss.
County of Sweetwater.)

I, C. L. Agnew, a Notary Public, in and foresaid county, in the state aforesaid, do hereby certify that said Zeph Jones and Jennie C. Jones, his wife, personally known to me as the persons whose names are subscribed to the annexed agreement appeared before me this day in person and acknowledged that they signed and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth and expressly waived and released all right, title and benefit of exemption under any and all HOMESTEAD EXEMPTION LAWS, socalled, of said State of Wyoming.