

This agreement made this 17th day of December, 1934, by and between Barney N. Tibbals and Anna S. Tibbals his wife, hereinafter referred to as the borrower (the word borrower and the language of this instrument shall, when there is more than one borrower, be construed as plural and binding equally on all borrowers), and the Governor of the Farm Cred Administration, of Washington, D. C. (hereinafter called Governor), acting pursuant to the "Emergency Appropriation Act, Fiscal Year 1935", (Public No. 412, 73d Congress), approved June 19, 1934, and Executive Order No. 6747, dated June 23, 1934.

WITNESSES:

WHEREAS the borrower has applied to the Governor for a loan under the provisions of said Act and Executive Order; and

WHEREAS the borrower is the owner of certain lands in the County of Sublette, State of Wyoming, described as follows:

SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 5, NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 9, T. 31N., R. 106, W., 6th P. M.

AND WHEREAS the Governor, if he makes the loan aforesaid, or any part thereof, will not, at the time such loan is made, receive any or adequate security for the same, and it is a condition to the granting of the loan applied for by the borrower and of any part thereof, that said real estate remain available as security therefore until the loan so made is repaid in full;

NOW, THEREFORE, in consideration of the granting of said loan, in whole or in part, the borrower agrees:

- (1) That he will not in any manner convey or mortgage the real estate owned by him and hereinabove described, and will not permit any lien to be obtained thereon until such loan has been fully repaid.
- (2) That at any time until such loan has been fully repaid he will, upon the request of the Governor, execute to the Governor a first mortgage on the real estate owned by him and hereinabove described, subject, however, to all encumbrances now of record against such real estate, as security for all amounts then due on said loan or for advances made thereafter, which loan, it is agreed is for a sum not in excess of \$287.00 Dollars, and which advances shall not be in excess of \$287.00 Dollars, with interest on all amounts at the rate of 5 $\frac{1}{2}$ % per annum.

It is understood and agreed that the provisions hereof shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the borrower, and the successors and assigns of the Governor.

IN WITNESS WHEREOF the borrower has executed this instrument this 17th day of December, 1934.

Barney N. Tibbals

Anna S. Tibbals

STATE OF WYOMING)
County of Sublette) ss.

On this 20th day of December, 1934, before me personally appeared Barney N. Tibbals & Anna S. Tibbals to me known and known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires June 22, 1936.

(NOTARIAL SEAL)

Lula Mae Scott, Notary Public

No. 13518

DECREE OF SETTLEMENT OF ACCOUNT AND FINAL DISTRIBUTION

Reuel Walton, Judge

THE STATE OF WYOMING)
County of Sublette) ss.

This instrument was filed for record at 10:00 o'clock A. M., on the 21st day of December, 1934, and duly recorded in Book 3 of Mscls., on Page 148.

To

In the Matter of the Estate of Jacob Springsted, Deceased.

C. C. FELTNER, County Clerk

Fees, \$2.45

THE STATE OF WYOMING)
County of Sublette) ss.

In the District Court
Third Judicial District.

In the Matter of the Estate of)
Jacob Springsted, Deceased)

No. 174