

No. 18132

CONTRACT FOR WARRANTY DEED

Sarah E. Hall

To

William N. Howey

Fees \$2.25

THE STATE OF WYOMING
County of SubletteThis instrument was filed
for record at 9:00 o'clock
A. M. on the 28th day of
May, 1937 and duly recorded
in Book 3 of Msols., on Page
399.

C. C. Feltner, County Clerk

By Lillian C. Rider, Deputy

THIS AGREEMENT made and entered into this 20th day of May, 1937, by and between Sarah E. Hall, of Sublette County, Wyoming, hereinafter called the party of the first part, and William N. Howey, of Sublette County, Wyoming, hereinafter called the party of the second part, Witnesseth that

WHEREAS, said party of the first part has offered to sell, to said party of the second part, certain real property hereinafter described for the sum of Four Thousand Eight Hundred Sixty & 00/100 Dollars (\$4,860.00), to be paid for as follows: the sum of One Hundred Fifty & 00/100 Dollars (\$150.00) to be paid in cash upon the execution of the contract, and the balance in payments as hereinafter set forth, together with interest at six per centum per annum as hereinafter stated, and

WHEREAS, said party of the second part has, and does hereby, accept said offer of said party of the first part.

NOW THEREFORE, said party of the first part, for and in consideration of the sum of one hundred fifty & 00/100 Dollars (\$150.00) to her in hand paid by said party of the second part, receipt of which said sum is hereby acknowledged by said party of the first part, as part of the purchase money for said real property, and in consideration of payment by said party of the second part of the balance of the purchase price for said property, and in further consideration of the covenants, promises and agreements hereinafter mentioned to be made, kept and performed by said party of the second part, his heirs, executors, administrators and assigns, and upon the express condition which is hereby declared a condition precedent, time being the essence of such condition, that said party of the second part, his heirs, executors, administrators, or assigns, shall and do well and faithfully perform the covenants, promises and agreements and payments hereinafter mentioned on his part to be kept and performed, does hereby for herself and her heirs, executors, administrators and assigns covenant, promise and AGREE to convey and assure to said party of the second part, by a good and sufficient Warranty Deed, clear and free of all liens and encumbrances, subject, however, to the coal, oil and mineral in and upon said property, and subject to the taxes for the year A. D. 1937, and subsequent taxes and assessments of every kind and nature, the following described real property, situate, lying and being in the County of Sublette, State of Wyoming, and more particularly described as follows, to-wit:

The South-half of the South-east quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section eighteen (18); the North-east quarter (NE $\frac{1}{4}$) of section nineteen (19); the West-half of the North-west quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$), and the North-west quarter of the South-west quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section twenty (20), all in Township Thirty-three North, Range one hundred eight (108) West of the Sixth Principal Meridian.

Together with all water and water rights, ditches and ditch rights, and all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security, by said party of the first part, in case of failure of said party of the second part to fulfill the covenants and agreements herein by him to be kept and performed.

And, said party of the second part, for and in consideration of the covenants, promises and agreements herein contained, to be performed by said party of the first part, does hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree, to pay to said party of the first part, her heirs, executors, administrators or assigns, the balance due on the purchase price for said real property, in the sum of Four Thousand Seven Hundred Ten & 00/100 Dollars (\$4,710.00), as follows, to-wit: The sum of Five Hundred & 00/100 Dollars (\$500.00) on or before the 15th day of October, 1937, and the sum of One Thousand Dollars (\$1,000.00) on or before the 15th day of October, 1938, and the sum of One Thousand Dollars (1,000.00) on or before the 15th day of October of each and every year thereafter until the full amount of the purchase price for said property is paid, together with interest on deferred payments at the rate of six per centum (6%) per annum from the 20th day of May, 1938, said interest to be paid at the time of payment of the principal payments thereafter to become due.

It is understood and agreed by and between said parties hereto that said party of the second part may pay all, or any part of the balance due in addition to the payments herein provided, and interest to cease upon all sums paid in advance; that said party of the second part shall have immediate possession of said above described property upon the execution of this contract, and that said party of the second part shall keep the buildings on said premises insured, if able to obtain insurance thereon, in a sum of not less than Five Hundred Dollars (\$500.00), in favor of and payable to said party of the first part as her interests may appear.

It is further understood and agreed by and between said parties hereto that said party of the second part will keep all buildings, ditches and fences and other improvements on said property in good repair, and shall sow twenty (20) acres of said above described lands in grass during the year 1937, the seed for which shall be furnished by said party of the first part.

Provided always, and these presents are upon the express condition, that in case of failure of said party of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his part to be performed, then said party of the first part, her heirs, executors, administrators or assigns, may declare this contract at an end, and thereupon to recover the possession of said premises and all the interests which shall have accrued to said party of the second part upon this contract,