

P. M., together with all water and water rights, ditch and ditch rights, reservoir and reservoir rights and the right to the use of water, ditches, and reservoirs appertaining to and used in connection with said above described premises,

and first parties do also lease and let to second parties one Hay-Sweep, and one Hay-Stacker.

TO HAVE AND TO HOLD said above described property and premises with the appurtenances unto the said parties of the second part from April 30th, 1938 to April 30th, 1939: and the said second parties in consideration of the leasing of the property and premises aforesaid by first parties to second parties, do covenant and agree to pay first parties as rent for the said leased property and premises the sum of \$500.00, payable on or before May 1st, 1938.

And second parties agree that at the expiration of the time mentioned in this lease they will yield up the property and premises to the first parties in as good order and condition as when the same were entered upon by the second parties, loss by fire or inevitable accident or ordinary wear excepted.

Providing, however, that first parties do give to second parties the right, privilege, and option of purchasing the above described real property, together with the Hay-Sweep and about a quarter of a mile of woven-wire, at any time prior to April 30th, 1939, for the total sum of \$4500.00.

First parties shall within thirty days of the date hereof furnish second parties with an Abstract of Title to said real property, and in the event second parties shall exercise the option to purchase as herein provided, first parties shall convey the above described real property to second parties, by Warranty Deed free and clear of all mortgages, encumbrances, liens, taxes, water assessments, and any other legal claims or demands to the end that second parties shall obtain a fee simple title to said above described premises, free and clear of all mortgages, encumbrances, liens, taxes, water assessments, and any other legal claims or demands; providing, however, that in the event second parties shall purchase said above real estate, pursuant to said option to purchase, second parties shall pay the 1938 general taxes, and the 1938 water assessments levied against said lands; in the event of the purchase by the second parties of the lands and personal property as herein provided, the personal property shall be transferred to second parties by Bill of Sale, free and clear of all liens and encumbrances.

Upon the execution of this agreement, the first parties agree to execute a Warranty Deed together with a Bill of Sale and to deposit the same at the North Side State Bank of Rock Springs, Wyoming, with instructions to the bank to deliver said Warranty Deed and Bill of Sale to the second parties upon the fulfillment of the terms of the option to purchase.

It is expressly understood and agreed by the parties hereto that if the rental of \$500.00 above-mentioned is not paid on or before May 1st, 1938, this lease shall forthwith terminate as to all parties and the first parties shall thereupon be immediately entitled to the possession of the property and premises herein described.

Second Parties agree that in the event they do not purchase the property herein mentioned pursuant to the option to purchase herein contained they will surrender the property and premises herein leased, peaceably to first parties upon the termination of the lease.

In Witness Whereof, the parties hereto have executed this agreement in duplicate this 23rd day of April, 1938.

Witness:

Walter G. Bird

H. T. Buor

Howard Bird

John Ball

Ray Ball

THE STATE OF WYOMING))SS.
COUNTY OF SWEETWATER)

I, H. T. Buor, a Notary Public in and for said County in the State aforesaid do hereby certify that said Walter G. Bird and Howard Bird, single men, and John Ball and Ray Ball, personally known to me as the persons whose names are subscribed to the annexed instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument of writing as their free and voluntary act, for the use and purposes therein set forth.

Given under my hand and notarial seal this 25 day of April, A. D. 1938.

My Commission expires on the 26 day of November, 1941.

(NOTARIAL SEAL)

H. T. Buor, Notary Public

No. 19973

ASSIGNMENT OF LEASE

T. A. Aamoth, et ux

THE STATE OF WYOMING)

To

County of Sublette)

Caroline Larsen

This instrument was filed for record in my office at 2:45 o'clock P. M., on the 28th day of April A. D. 1938 and duly recorded in Book 4 of Mscls., on page 124.

Fees, \$1.50

C. C. FELTNER, County Clerk.

By Patricia Murdock, Deputy.

Reference is made to lease executed February 1st, 1937, by and between Al Osterhout and Sadie Osterhout, his wife, of Big Piney, Sublette County, Wyoming, as Lessors and C. Ed.