

Omaha, and Federal Land Bank commissioner hereinafter mentioned, and the balance of said purchase price on or before November, 1, 1938.

The parties hereto further agree that the Purchaser will pay, when due, the taxes levied against said property for for the year 1938.

The parties hereto further agree that said property is incumbered by the following mortgages:

The mortgage deed wherein Charles A. Hiles and Helen W. Hiles are the mortgagors, and the Federal Land Bank of Omaha is the mortgagee, given to secure the payment of \$6,500.00 and after the payment of said \$219.72 there will remain \$6,312.47 unpaid of the principal of said mortgage.

Mortgage given by Charles A. Hiles and Helen W. Hiles to the Federal Land Bank Commissioner to secure the payment of \$3,000.00.

Mortgage given by Charles A. Hiles to the First Security Bank of Rock Springs, Wyoming to secure the payment of \$1,000.00.

And that the purchaser may assume as part of the said consideration of \$17,000.00 the amount of said mortgages or either of them unpaid on said November 1, 1938 with interest to that date.

Parties hereto further agree that the title to a portion of said real property is in the name of Helen W. Hiles, who is now deceased, and whose estate is being administered in the District Court of Sublette County, Wyoming, and that the will of said decedent has been admitted to probate in said proceedings and said vendor is the sole devisee and the vendor will cause said probate proceedings to be closed and title vested in him prior to said November 1, 1938. T

The vendor further agrees that the purchaser shall be and hereby is given possession of said property and all thereof to be by him held and retained for and during and as long as said purchaser complies with ther terms of this agreement on his part to be kept and performed.

The vendor further agrees that upon full and complete payment of said \$17,000.00 to convey said property to the purchaser by a good and sufficient warranty deed of said real property and bill of sale of said personal property and also that he will within 30 days from this date submit to the purchaser Abstracts of Title showing the title to said real property to be in said vendor or said Helen W. Hiles subject only to the lien of the mortgages above mentioned and also that he will submit to said purchaser 15 days before filing copies of all proceedings to be had in the probate administration of the estate of Helen W. Hiles, which said warranty deeds shall be free and clear of all incumbrances except such as the purchaser assumes as above stated.

In the event that Abstract of Title fails to show good and marketable title, said vendor or Helen W. Hiles, or in the event said vendor is unable to close said administration proceedings within the time stated, there shall be allowed a reasonable timethereafter to close said probate proceedings or clear said title and the purchaser shall be allowed 15 days thereafter to complete the payment.

The parties hereto further agree in event failure of vendor to furnish good and marketable title to said property and the parties hereto fail to agree upon diminution of purchase price by reason thereof, the vendor shall refund to purchaser at his option all payments made hereunder, less payment for said hay at \$4.00 per ton, and said purchaser shall thereupon surrender possession of said property, less such of said personal property as may be lost by accident or cause beyond control of the purchaser, without further liability by reason hereof, or said purchaser may remain in such possession until the vendor performs his obligations hereunder.

The vendor represents and warrants there is appurtenant to said lands adjudicated water rights for 803 acres thereof.

In the event of the failure by the purchaser to comply with the terms of this agreement, or any thereof, the vendor shall be released from all obligations in law or equity to convey said property, and the purchaser shall forfeit all rights thereto, and, except as above stated all payments made may be retained by the vendor liquidated damages and he shall be entitled to immediate possession of said property except such of said personal property as may be lost by accident or cause beyond control to the purchaser.

This agreement and all terms and obligations thereof shall extend to and bind the heirs, representatives and assigns of the parties hereto, and it is expressly agreed time is of the essence of this agreement.

In witness whereof parties hereto have executed this agreement in duplicate this day and year first herein written.

In the presence of

Charles A. Hiles

Wm. Clayton

Harry Barker

THE STATE OF WYOMING }
Sublette County } SS.

On this 23rd day of June, 1938, before me personally appeared Charles A. Hiles and Harry Barker, to me known to be the persons described in and who subscribed the foregoing agreement, and acknowledged to me that they executed said agreement as their free and voluntary act for the uses and purposes therein set forth.

My Term expires Jan. 2, 1939.