

/IN WITNESS WHEREOF the respective parties hereto have hereunto set their hands and seals the day and year first above written.

That the said party of the first part for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the said parties of the second part, their heirs, executors, administrators, or assigns, has demised and leased to said parties of the second part the following described real estate and chattel property, to-wit:

The lots numbered fourteen, fifteen, sixteen, and seventeen, in block numbered thirteen in C. P. MacGlashan's First Addition to the Town of Big Piney together with the two-story shingle roof log and frame hotel building and other buildings situate thereon;

Also all the chattel property owned by said party of the first part contained within the hotel building or on the leased premises presently used in the operation of the hotel business, such as hotel furniture, bedding, linens, kitchen utensils, dishes, etc.

TO HAVE AND TO HOLD, the said above described premises and chattel property unto the said parties of the second part, their heirs, executors, administrators, or assigns, from the first day of October, 1938, for and during, and until the first day of October, 1939.

And the said parties of the second part in consideration of the leasing of the premises and property aforementioned do covenant and agree to pay unto the said party of the first part as rent for the above described leased property the sum of Thirty-five Dollars per month, said monthly payments to be due and payable unto said party of the first part in advance on the first day of each month during the term of this lease.

It is further understood and mutually agreed between the respective parties hereto that a certain inventory of the leased chattel property bearing even date herewith and executed by the parties hereto shall be considered and accepted as a correct inventory of the leased chattel property as a basis for determining the value and character of the chattel property leased.

And the said parties of the second part further covenant with the said party of the first part, that the said parties of the second part have received said demised property in good order and condition and at the expiration of the time mentioned in the lease or at any time said second parties shall fail to comply with the terms of this lease said second parties agree to yield up the leased property unto the said party of the first part in as good order and condition as when the same were received and entered upon by the said parties of the second part, replacing or making good unto the said first party such chattel property as may be missing or damaged, loss by fire or inevitable accident, or ordinary wear excepted.

It is further agreed and made a provision of this lease that said parties of the second part will exercise due diligence and properly care for the leased property and maintain the hotel business at the present standard of efficiency and not allow the business to get in bad repute through negligence or mismanagement.

It is further agreed by said parties of the second part that neither they nor their legal representatives will underlet said premises and property or any part thereof or assign this lease without the written consent of the said party of the first part had and obtained thereto, and that they will not use or permit the said premises to be used for any purpose prohibited by the laws of the State of Wyoming, or United States, or any ordinances of the Town of Big Piney.

It is expressly understood and agreed by the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind and unpaid on the day of the payment whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants and agreements herein contained to be kept and performed by the said parties of the second part, their heirs, executors, administrators, or assigns, it shall and may be lawful for the said party of the first part, her heirs, administrators, executors, assigns or agent, at their election to declare the said term ended, and into the said premises or any part thereof either with or without process of law to re-enter, and the said parties of the second part or any other party of parties occupying, in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said property to again repossess and enjoy as in their first and former estate. And if at any time said term shall be ended at such election of said party of the first part, her heirs, executors, administrators, or assigns, as aforesaid, or in any other way, said parties of the second part, their heirs, executors, administrators, or assigns, do hereby covenant and agree to surrender and deliver up said premises and property peacefully to the said party of the first part, her heirs, executors, administrators, or assigns or her agent, immediately upon the termination of said term as aforesaid, and if they shall remain in possession ten days after notice of such default or after the termination of this lease in any of the ways above named, the said parties of the second part shall be deemed guilty of forcible detainer of said premises under the statute and shall be subject to all the conditions and provisions above named, and eviction and removal, forcible or otherwise, with or without process of law as above stated.

Signed in the presence of

Della A. McDonald

Albert Larson

J. U. Benedict

Anna Benedict

The State of Wyoming
ss.
County of Sublette)

On this 26th day of September, 1938, before me personally appeared Della A. McDonald, J. U. Benedict and Anna Benedict to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal on the date last aforesaid.

My Commission expires,
March 24th, 1940.

Albert Larson, Notary Public.

(NOTARIAL SEAL)