

STATE OF CALIFORNIA,)

County of \_\_\_\_\_)SS.

ON THIS day of \_\_\_\_\_, A. D., 19\_\_\_\_, before me, \_\_\_\_\_ a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me, (or proved to me on the oath of \_\_\_\_\_), to be the person whose name subscribed to the within Instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said

County and State

No. 23491

ASSIGNMENT OF OIL AND GAS LEASE

Major Oil Development Company THE STATE OF WYOMING)

To

County of Sublette )SS.

R. E. Corum

Fees, \$1.85

This instrument was filed for record in my office at 11:00 o'clock A. M. on the 21st day of October A. D. 1939, and duly recorded in Book 6 of Miscellaneous, on Page 207.

Faren C. Faler, County Clerk.

By Patricia Murdock, Deputy.

No. 24410

AGREEMENT FOR WARRANTY DEED

Walter W. Scott

THE STATE OF WYOMING)

To

County of Sublette )SS.

Alva R. Friesen

Fees, \$2.00

This instrument was filed for record in my office at 3:00 o'clock P. M. on the 19th day of January A. D. 1940 and duly recorded in Book 6 of Miscellaneous, on Page 621.

Faren C. Faler, County Clerk.

THIS AGREEMENT, made and entered into this 10th day of November, 1939, by and between Walter W. Scott of the County of San Diego, State of California, hereinafter called the party of the first part, and Alva R. Friesen, 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 TWO THOUSAND EIGHT HUNDRED SIXTY-EIGHT DOLLARS (\$2,868.00), to be paid for in installments as hereinafter provided, together with interest on deferred payments at the rate of six per centum per annum, and

WHEREAS, said party of the second part 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 payments, covenants, promises and agreements hereinafter mentioned to be made, kept and performed by said party of the second part, and upon the express condition which is hereby made a condition precedent, time being the essence of such condition, that said party of the second part shall, and do well and faithfully perform the covenants, promises and agreements hereinafter mentioned on his part to be kept and performed, does hereby for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to said party of the second part, by an good and sufficient warranty deed, clear and free of all liens and encumbrances, subject, however, to the taxes and assessments levied against said property for the year 1940, and subsequent taxes and assessments of every kind and nature, and subject to that one certain mortgage deed executed on November 2nd, 1939, by Walter G. Bird and Howard L. Bird for the sum of three hundred twenty dollars (\$320.00) in favor of the Farm Security Administration, which said mortgage deed is recorded in the office of the County Clerk of Sublette County, Wyoming in book 3 of mortgages at page 497 thereof, which said mortgage said party of the second part assumes and agrees to pay, for the real property situate, lying and being in the county of Sublette, state of Wyoming, particularly described as follows, to-wit:

The East-half of the West-half (E½W½) of Section twelve (12) Township thirty-two (32) North, Range one hundred eight (108) West of the 6th Principal Meridian,

Together with all improvements on said real property and together with such other improvements as may hereafter be placed on said lands, 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 for said real property said sum of TWO THOUSAND EIGHT HUNDRED SIXTY-EIGHT DOLLARS (\$2,868.00) in the manner following, to-wit: The sum of two hundred fifty dollars (\$250.00) upon the execution of this agreement, and the sum of two hundred fifty dollars on or before the first day of November, 1940, and thereafter the sum of one hundred twenty-five dollars (\$125.00) on the first day of each of the months of May and November until the sum of two thousand eight hundred sixty-eight dollars is paid in full, together with interest at the rate of six per centum per annum on deferred payments, said interest to be paid at the time of the payment of the principal payments as herein provided.

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 on his part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, may declare this contract at an end and thereupon recover the premises and all the interest which shall have accrued to said party of the second part upon this contract as rent for the use and occupation of said premises; to hold and retain all money paid on this contract by said party of the second part as liquidated damages and to take immediate possession of said property, and to regard the person or persons in possession as holding over without permission.

It is understood and agreed by and between said parties hereto that said above described lands are situate within, and a part of, a Carey Act Project and irrigated by and through the Boulder Irrigation District Reservoir and Canal, and that all sums to become due for water furnished for said lands and all assessments of every kind and description, shall be paid by said party of the second part and the deed herein agreed to be executed by said party of the