

No. 26259

LEASE

Ida C. Fardy

THE STATE OF WYOMING)
County of Sublette)

This instrument was filed for record in my office at 10:00 o'clock A.M. on the 12th day of August A.D. 1940 and duly recorded in Book 8 of Miscellaneous on Page 58.

To

Ray W. Wenz

Faren C. Faler, County Clerk.

Fees, \$1.50

This contract and agreement made and entered into this 16th day of July, A.D. 1940, by and between Ida C. Fardy, to be hereinafter known as the lessor, and Ray W. Wenz, to be hereinafter known as the lessee, both of Pinedale, Sublette County, Wyoming;

WITNESSETH: That the lessor for and in consideration of the covenants and agreements hereinafter mentioned and contained and to be kept and performed by the said lessee, does hereby demise and lease to the said lessee that certain portion of that building located on a portion of Lots Eighteen (18) and Nineteen (19), Block Two (2), of the Original Townsite of the Town of Pinedale, Sublette County, Wyoming, which said portion of said building is more particularly known and described as follows:

All that certain part of the Fardy Hotel building now being used as a Barber and Beauty Shop; and now occupied by the lessee named herein.

TO HAVE AND TO HOLD the above described premises with all appurtenances thereon unto the said lessee from the 16th day of July, A.D. 1940, for and during a term of Five (5) years and ending on the 16th day of July, A.D. 1945.

The said lessor covenants that she will, on or before the expiration of this present lease, at the request and expense of the said lessee, grant and execute to him a new lease of the premises hereby demised, with their appurtenances, for the further term of Five (5) years, to commence from the expiration of the term hereby granted, at the same yearly rent, payable in the like manner, and subject to the like covenants and agreements (except a covenant for further renewal) as are contained in these presents.

Said lessee for and in consideration of the leasing of said premises aforesaid by said lessor does hereby covenant and agree with the said lessor to pay her as rental for said demised premises the sum of Two Thousand Seven Hundred and no/100 (\$2,700.00) Dollars, which said sum shall be paid as follows, to-wit: The sum of Forty-five and no/100 (\$45.00) Dollars to be paid upon the execution of this lease; the sum of Forty-five and no/100 (\$45.00) Dollars to be paid on or before August 16, A.D. 1940; and the like sum of Forty-five and no/100 (\$45.00) Dollars to be paid on or before the 16th day of each and every month thereafter until the full sum of Two Thousand Seven Hundred and no/100 (\$2,700.00) Dollars shall be paid in full.

If any installment of rent shall remain unpaid for a period of Thirty (30) days after it becomes due, the entire rental to the end of this lease shall become due and payable without demand; and the lessee expressly agrees that no demand for rent need be made on premises or elsewhere, but the lessee shall seek lessor in order to pay said rent.

It is understood and agreed by and between the parties hereto that the lessee shall keep said premises in as good order and repair as when received, ordinary wear and tear accepted.

Said lessor further agrees to furnish all heat and pay all water rentals used in connection with said barber and beauty shop business.

It is specifically agreed by and between the parties hereto that this lease shall not be assignable on the part of the lessee.

Provided, however, and it is further agreed between the parties hereto, that if the said rent shall remain due and unpaid for the said period of Thirty (30) days hereinabove referred to after the same shall become due and payable as aforesaid; or if the said lessee shall not perform and fulfill each and every of the covenants herein contained to be performed by the lessee, then this lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the further occupancy of said demised premises after such forfeiture by said lessee shall be deemed, held, and taken as a forcible detainer thereof by said lessee; and the said lessor without notice may re-enter and take possession thereof, and with or without force, and with or without legal process, evict and dispossess said lessee from said above described premises.

In witness whereof said parties have hereunto set their hands this 16th day of July, A.D. 1940.

IN THE PRESENCE OF:

Ida C. Fardy

Rosalie E. Hockett

Mrs. A. G. Fardy
Lessor

Rosalie E. Hockett

Ray W. Wenz
LesseeTHE STATE OF WYOMING)
County of Sublette)

On this 5th day of August, A.D. 1940, before me personally appeared Ida C. Fardy and Ray Wenz to me known to be the persons described in and who executed the above and foregoing Lease and acknowledged that they executed the same as their free act and deed, and for the uses and purposes therein set forth.

My commission expires
February 1, 1943.

Rosalie E. Hockett,

(NOTARIAL SEAL)