

The West fifty (50) feet of Lot Numbered One (1), West Fifty (50) feet of Lot Numbered Two (2), West fifty (50) feet of Lot Numbered Three (3), West fifty (50) feet of Lot Numbered Four (4) and the West fifty (50) feet of Lot Numbered Five (5) in Block Numbered Eight (8) of Patterson's First Addition to the Town of Pinedale, comprising a portion of the Southeast quarter (SE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section Thirty-three (33), Township Thirty-four (34) North, Range One Hundred Nine (109) West of the Sixth Principal Meridian, according to the original United States Survey, as said Patterson's First Addition is surveyed, platted and recorded.

And the buyers agree to purchase said lots and parcels of land, with the improvements thereon, and to pay the seller therefore the sum of Six Thousand two and 60/100 Dollars (\$6002.60), payment to be made as follows: to pay one cent (1 $\frac{1}{2}$) per gallon of gasolene on all gasolene delivered at said property, with a minimum payment of Six Hundred Dollars per annum, together with interest on said principal sum at the rate of three per centum (3%) per annum.

And said buyers agree to pay all state, county and city taxes, or assessments of whatsoever nature, which are or may become due on the premises above described.

And said buyers agree to keep said premises fully insured and to protect sellers interest therein, and to keep buyer notified of the insurance kept by them on said premises.

Buyers further agree not to remove or make additions to the buildings now on said lots without first obtaining the consent of seller so to do.

Buyers further agree to use and buy for resale SHELL PETROLEUM PRODUCTS exclusively for a period of ten years from the date hereof, and said Shell Petroleum Products to be purchased from said seller.

The due performance of all covenants and agreements on the part of the buyers is a condition precedent, whereon depends the performance of the agreements on the part of the seller. In the event of the failure of the buyers to comply with the covenants and agreements, or any thereof, on their part entered into, the seller shall be released from all obligations in law or in equity to transfer and convey said property, or any part thereof; and the buyers shall relinquish all rights under this agreement; and all moneys which they shall have paid hereunder shall be considered as rent for the use of said premises, up to the time of default and as liquidated damages for such default, and not as a penalty; and in such event the buyers will at once vacate and surrender said premises to the seller on demand.

The buyers may transfer this agreement at any time by assignment, with the written consent of the seller.

It is agreed that all payments under this agreement shall be made to the seller or her representative, at her place of business in Kemmerer, Wyoming, except that the one cent (1 $\frac{1}{2}$) per gallon of gasolene shall be paid at the time of delivery of such gasolene by her representative.

This agreement is to bind the successors, heirs, executors, administrators, and assigns of the respective parties hereto.

Time is of the essence of this agreement; and this agreement is to be executed in duplicate.

Upon the payment of the full purchase price by the buyers of said premises, at the time and in the manner above mentioned, privilege being granted to said buyers to increase the annual payments, or to pay the full purchase price at any time, but such payment shall not be construed to release buyers from their agreement to buy Shell Petroleum Products from said seller, and to use same exclusively at said premises for said ten year period, the seller agrees to makes, execute, and deliver to buyers, their heirs and assigns, a Warranty Deed to said above described premises and property.

WITNESS the hands of the parties to this agreement hereunto set the day and year first above written.

EXECUTED IN PREXENCE OF

Minnie M. Marcante Stefonick, SELLER

J. A. Christmas, as to Minnie
M. Stefonick

L. E. Fisher
Leonard O. Fisher, BUYERS

THE STATE OF WYOMING, }
COUNTY OF LINCOLN. }
SS.

On this 10 day of April, 1941, before me personally appeared MINNIE M. MARCANTE STEFONICK, to me known to be the person described in and who executed the foregoing agreement and acknowledged that she executed the same as her free act and deed.

WITHESS my hand and notarial seal this date and year in this certificate first above written.

J. A. Christmas, Notary Public.

My Commission Expires on the
10 day of Jan. 1945.

(NOTARIAL SEAL)

Leonard O. Fisher Leonard O. Fisher