

No. 30411

L E A S E*assigned: Book 9 Misc. Page 98.*

Allene Graham

THE STATE OF WYOMING)

To

County of Sublette)

Vigo N. Miller

Fees, \$2.00

This instrument was filed for record in my office at 4:00 o'clock P.M. on the 24th day of November A.D. 1942 and duly recorded in Book 9 of Miscellaneous on Page 97.

Faren C. Faler, County Clerk.

THIS AGREEMENT, Made this 15 day of October in the year of our Lord, One Thousand Nine Hundred and forty two between Allene Graham, of San Francisco, California, party of the first part, and Vigo N. Miller, of Daniel, Wyoming, party of the second part,

WITNESSETH, 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 party of the second part, his executors and administrators, has demised and leased to the said party of the second part, all those premises situate, lying and being in of the County of Sublette, and in the State of Wyoming, known and described as follows, to-wit:

southeast quarter of northwest quarter and northeast quarter of southwest quarter and south half of southwest quarter of section 5 and northwest quarter of southeast quarter and south half of southeast quarter of section 6 and northeast quarter of northeast quarter of section seven and north half of northwest quarter of section eight in township 33 north, range 110 west.

In the event the lessor or her heirs or representatives determine to sell said property during the term of this lease the lessee or his assigns owning the adjoining premises shall have the first and preference right to purchase said demised premises at the same price and terms as any bona fide offer made in writing to or by lessor and shall be allowed thirty days after notice in writing of such offer in which to make said purchase.

TO HAVE AND TO HOLD The above described premises, with the appurtenances, unto the said party of the second part, executors, administrators and assigns, from January 1st, 1943, for and during and until December 31st, 1957, And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said party of the first part, to the said party of the second part, do covenant and agree with the said party of the first part, her heirs, executors, administrators and assigns, to pay to the said party of the first part, as rent for said premises, the sum of seven hundred (\$700.00) dollars on the 10th day of each May for and during each and every year of said term.

IT IS FURTHER AGREED that if the taxes on said premises are increased at any time during the term of this lease, any excess in said taxes over the amount assessed for this year shall be paid by the lessee or his assigns.

The lessor reserves for her own use the cabin and bunk house on said premises, excepting, that the bunk house may be used by the lessee when not desired by the lessor.

AND THE SAID PARTY of the second part further covenants with the said party of the first part, that said second part has received said demised premises in good order and condition and at the expiration of the time mentioned in the lease he will yield up said premises to the said party of the first part in as good order and condition as when they were entered upon by said party of the second part, loss by fire or inevitable accident or ordinary wear excepted; and will maintain present fences and clean irrigating ditches and also will keep said premises in good repair during the lease at his own expense.

IT IS FURTHER AGREED By said party of the second part, neither he nor his legal representatives will underlet said premises or any part thereof, or assign this lease without the written consent of the said party of the first part, had and obtained thereto, except that the lessee may assign and transfer this lease to any purchaser of the lands of the lessee adjoining the above described lands and like assignments can be made to any subsequent owner of said adjoining lands.

IT IS EXPRESSLY UNDERSTOOD AND AGREED By and between the parties aforesaid, that if the rent above mentioned, or any part thereof, shall be unpaid on the date of payment whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants or agreements herein contained, to be kept by said party of the second part, his executors or administrators, it shall and may be lawful for the said party of the first part, her heirs, executors, administrators, agent, attorneys or assigns, at her election to declare said term ended, and into the said premises, or any part thereof, either with or without process of law, to re-enter. And if at any time said term shall be ended at such elections of said party of the first part, her heirs, executors, administrators or assigns as aforesaid, or in any other way, the said party of the second part, his executors, administrators do hereby covenant and agree to surrender and deliver up the said above described premises and property peacefully to said party of the first part, her heirs, executors, administrators and assigns, immediately upon the termination of said term as aforesaid, and if he shall remain in possession of the same fifteen days after notice of such default, or after the termination of this lease in any of the ways above named he shall be deemed guilty of forcible detainer of said premises under the statute, and shall be subject to conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law as above stated.

WITNESS, The hands and seals of the parties aforesaid this 15th day of October, 1942.

Signed, Sealed and Delivered.
in the presence of

Allene Graham

(Seal)

Vigo N. Miller

(Seal)

Edgar L. Hinton, as
to Allene Graham

P. W. Spaulding, as
to Vigo N. Miller