

No. 30913

LEASE

W. H. Showers, et ux

To

Ben Moore

Fees, \$2.00

THE STATE OF WYOMING)
County of Sublette)SS.

This instrument was filed for record in my office at 2:30 o'clock P. M. on the 28th day of May A. D. 1943 and duly recorded in Book 9 of Miscellaneous on Page 131.

Faren C. Faler, County Clerk

THIS AGREEMENT, Made this 28th day of May in the year of our Lord, One Thousand Nine Hundred and Forty-three between W. H. Showers and Florence Showers, his wife parties of the first part, and Ben Moore, party of the second part,

WITNESSETH, That the said parties 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, have demised and leased to the said party of the second part, all those premises situate, lying and being in Kendall of the County of Sublette and in the State of Wyoming, known and described as follows, to-wit:

SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 12; E $\frac{1}{2}$ NE $\frac{1}{4}$, Section 13; T. 37N., R. 110W. 6th P. M., Wyoming; together with the buildings improvements appertaining thereto.

And it is expressly understood that the party of the second part is to maintain and operate all the equipment and stock now present on said premises.

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 May 1 1943, for and during and until May 1 1944. And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said parties of the first part, to the said party of the second part, do covenant and agree with the said parties of the first part, their heirs, executors, administrators and assigns, to pay to the said parties of the first part, as rent for said premises, one-half of the net profits realized from the operation of the stock, hay crop, etc. and any other profits that may be realized from the operation of the above described premises.

AND THE SAID PARTY of the second part further covenants with the said parties of the first part, that said second party has received said demised premises in good order and condition and at the expiration of the time mentioned in the lease and will yield up said premises to the said parties of the first part in as good order and condition as when they were entered upon by said party of the second part, less by fire or inevitable accident or ordinary wear excepted; 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 parties of the first part, had and obtained thereto,

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 parties of the first part, their heirs, executors, administrators, agent, attorneys or assigns, at their 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 parties of the first part, their 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 peaceably to said parties of the first part, their heirs, executors, administrators and assigns, immediately upon the termination of said term as aforesaid, and if he shall remain in possession of the same three 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 28th day of May, 1943.

Signed, Sealed and Delivered
in the presence of

Helen Atwood

THE STATE OF WYOMING,)
County of Sublette)SS.

W. H. Showers (Seal)

Florence Showers (Seal)

Ben Moore (Seal)

On this 28th day of May, 1943, before me personally appeared W. H. Showers and Florence Showers, his wife, and Ben Moore to me known to be the 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 official seal, the day and year in this certificate first above written.

My term expires
January 6th, 1947.

Faren C. Faler, County Clerk.

By Helen Atwood, Deputy.

(COUNTY CLERK SEAL)