

The said party of the second part in consideration of the demising and leasing of said premises does hereby covenant and agree to and with the party of the first part to pay to said party of the first part as rental for said premises, the sum of not less than Two thousand and four hundred (\$2,400.00) Dollars for said period, nor more than Three Thousand nine hundred (\$3,900.00) Dollars; it being the intention of the parties hereto that the party of the second part may and will pay to the party of the first part the sum of Forty (\$40) Dollars in advance on the first (1st) day of each and every month hereafter for the duration of the present World War and thereafter not to exceed Sixty-five (\$65) dollars per month payable in advance on the first (1st) day of each and every month thereafter; the parties hereto mutually agree that after the present World War hostilities shall cease, than the party of the first part may demand a larger rental, not to exceed sixty-five (\$65) dollars per month and if the parties hereto cannot agree on the amount to be paid, then each of the parties shall select an arbitrator and the arbitrator so selected shall select a third arbitrator and the three arbitrators so selected shall fix the amount of rental to be paid, and they are hereby directed to be governed in arriving at their decision by the general business conditions in this locality and surrounding country at that time, provided however, that such rental shall not be fixed at less than forty (\$40) dollars nor more than sixty-five (\$65) dollars each calander month; it is specifically agreed that the amount so agreed upon shall be the amount of rental to be paid by the party of the second part for and during the unexpired period of this lease and the parties hereto shall abide thereby and shall not have an appeal therefrom.

The second party covenants and agrees to and with the first party that the second party has received said premises in good condition and at the expiration of the term herein provided, the second party shall redeliver said premises to the first party in as good order and condition as when first entered by him, reasonable and ordinary wear and loss by fire, or other unavoidable accidents excepted.

It is expressly understood and agreed by and between the parties hereto that if the second party shall fail, refuse, or neglect to pay the rental installments at the times and in the manner herein provided so that the same shall remain due and unpaid for a period of fifteen (15) days after the date when the same should have been paid as herein provided, the first party shall have the right to and may at its election, declare this lease ended, and all rights of second party hereunder terminated, and into said premises and each and every part thereof to re-enter and the said second party and all persons claiming under, by, or through him to eject, remove and put out, either with or without process of law.

It is mutually understood and agreed by and between the parties hereto that the party of the second part intends to and will make certain improvements in said leased building such as counters, shelving, tables, benches and other fixtures and the said party of the second part, may, and he is hereby given the consent of the party of the first part, to remove such improvements at the termination of this lease as will not be an injury to or damage said building or any part thereof, if and when all rentals are paid in full, as provided herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 1st day of October A. D., 1943.

WITNESSES:

Faren C. Faler

Rosalie E. Hockett
Party of the first part.

Harold D. Hurich

Merle Widick
Party of the second part.

THE STATE OF WYOMING
} ss.
County of Sublette)

Before me this 4th day of January A.D., 1944 personally appeared Rosalie E. Hockett trustee and Merle Widick, to me known to be the persons described in and whose names are subscribed to the foregoing instrument and acknowledged that they signed the said instrument of their own free act and deed and for the uses and purposes therein set forth.

(DISTRICT COURT SEAL)

Faren C. Faler, Clerk of Court

No. 31469

D E C R E E

District Court

THE STATE OF WYOMING } ss.

To

County of Sublette)

Lizzie Lozier, et al

This instrument was filed for record in my office at 11:00 o'clock A.M. on the 5th day of January A.D. 1944 and duly recorded in Book 9 of Miscellaneous on Page 197.

Fees, \$1.50

Faren C. Faler, County Clerk.

THE STATE OF WYOMING
} ss.
County of Sublette)

IN THE DISTRICT COURT

Third Judicial District

IN THE MATTER OF THE DETERMINATION OF THE
DATE OF DEATH OF IRVIN M. LOZIER AND PRO-
CEDINGS TO ESTABLISH THAT AN ESTATE OF
JOINT TENANCY VESTED IN LIZZIE LOZIER AND
WALTER W. LOZIER, THE SURVIVING TENANTS.

D E C R E E

The verified petition of Lizzie Lozier and Walter W. Lozier filed in the above entitled court came on regularly to be heard this day before the court, and it being proved to the satisfaction of the court that notice of the filing of said petition and of the time set for the hearing thereon had been given in the manner and form required by law and is ordered by this court, and oral and documentary evidence having been introduced by said petitioner, and the court having heard all the evidence and proof adduced finds that the facts alleged in said petition to be true; The court further finds that Irvin M. Lozier died in the county of Sublette State of Wyoming; on the 12th day of January, 1943 and at the time of his death was a resident of the County of Sublette, State of Wyoming; That on the 13th day of May 1942 the said Irvin M. Lozier, Lizzie Lozier and Walter W. Lozier assume the relationship of joint tenants in and to the following described real and personal property by reason of a certain deed dated May 13, 1942 and a certain bill of sale dated May 13, 1942, to-wit: