

In event of a failure to comply with the terms hereof, by the party of the second part, the said party of the first part shall be released from all obligations in law or equity to convey said property and the said party of the second part shall forfeit all rights thereto, and all payments already made; time being the essence of this contract. All such sums so paid shall be considered as liquidated damages.

It is hereby agreed between the parties hereto that the stipulations aforesaid are to apply to and be binding upon the heirs, executors, administrators and assigns of the respective parties hereto..

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands at this 14th day of June A. D. 1944.

SIGNED, SEALED and DELIVERED,
in the presence of

(signed) Jos. A. Minton

(signed) Selmer G. Larson
Receiver, Bank of Paullina

(signed) Robert J. Minton

(signed) Bruce Young

STATE OF _____)
County _____) ss.

On this _____ day of _____ A.D. 19____ before me _____ in and for said County, personally appeared _____ to me known to be the identical person named in and who executed the foregoing instrument and whose name _____ affixed thereto and acknowledged that _____ executed the same as voluntary act and deed,

MADE under my hand and seal of office the day and year last above written.

In and for said County

IN THE DISTRICT COURT OF THE STATE OF IOWA IN AND FOR O'BRIEN COUNTY

JOHN T. METCALF, PLAINTIFF,)

EQUITY NO. 10571

vs.

ORDER FIXING TIME AND PLACE OF HEARING

BANK OF PAULLINA, et al. DEFENDENTS)

AND PRESCRIBING NOTICE

Selmer G. Larson, Receiver)

On this 24 day of June, 1944, this matter comes on for hearing on the application of Selmer G. Larson, asking for the approval of a contract for the sale of land in Sublette County, Wyoming, and asking the court that an order be entered fixing a time and place of hearing and prescribing notice and the time and manner of service thereof. The court, having inspected the files and records and being duly informed in the premises, finds and adjudges that an order should be entered fixing the time and place of hearing and prescribing the notice and the time and manner of service thereof.

Now, therefore, it is hereby ordered, adjudged and decreed that a hearing shall be held on said application on the 11th day of July, 1944, at 10:00 o'clock A. M. at the O'Brien County court house in Primghar, Iowa, and notice of said hearing shall be given by publication in the "Paullina Times" for two (2) consecutive weeks, the last publication to be not less than four (4) days prior to the date set for said hearing. The notice attached hereto and made a part hereof marked "Exhibit A" is hereby approved and confirmed.

M. D. VanOssterout
Judge of the 21st Judicial District

Proof of Publication

NOTICE OF HEARING ON CONTRACT TO SELL WYOMING PROPERTY

IN THE DISTRICT COURT OF THE STATE OF IOWA IN AND FOR O'BRIEN COUNTY

JOHN T. METCALF, PLAINTIFF)

Equity No. 10571

vs.

BANK OF PAULLINA, et al. DEFENDANTS)

Selmer G. Larson, Receiver)

TO WHOM IT MAY CONCERN:

You are hereby notified that the application of Selmer G. Larson, receiver of the Bank of Paullina, Iowa, is now on file in the office of the clerk of the district court at Primghar, Iowa, asking that the court approve a contract for the sale of the following described real estate in Sublette County, Wyoming, to-wit:

The West Half (W $\frac{1}{2}$) and the Northeast quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) and the Northwest quarter (NW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) all in Section twenty-eight (28) Township twenty-seven (27) North of Range one hundred thirteen (113) West of the sixth (6th) P. M