

Signed, and Executed
in the presence of:

M. S. Peterson

STATE OF UTAH,)
County of Salt Lake.)
}ss.

UPPER GREEN RIVER LUMBER CO.

By C. J. Welch, Pres.

(Seal)

By W. J. Limman, Treas.

(Seal)

UPPER GREEN RIVER LUMBER COMPANY, the Mortgagor above mentioned and Heber J. Burgon, the Vice President and agent of the Sandy City Bank, Mortgagee, being sworn, say, each for himself, that the foregoing mortgage is made in good faith to secure the amount therein named, and without any design to hinder, delay, or defraud the creditors of the Mortgagor.

C. J. Welch

W. J. Limman

SANDY CITY BANK

By Heber J. Burgon, Vice President

Subscribed and sworn to before me this 10th day of January, 1945.

My commission expires
June 21, 1946.

M. S. Peterson, Notary Public
residing at Midvale, Utah

(NOTARIAL SEAL)

No. 32434

AGREEMENT FOR WARRANTY DEED

A. J. Springsted, et ux.

THE STATE OF WYOMING)

This instrument was filed for
record in my office at 4:30
o'clock P. M. on the 18th day
of January A. D. 1945 and duly
recorded in Book 9 of Miscellaneous
on Page 299.

To

County of Sublette)

Augusta J. Behrens

Fees \$2.00

Helen Atwood, County Clerk

THIS AGREEMENT, Made and entered into this 29th day of December 1944, by and between
A. J. Springsted of Pinedale, Sublette County, State of Wyoming, of the first part, and
Augusta J. Behrens of Pinedale, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of
(\$150.00) in hand said, as part of the purchase money for the real estate hereinafter de-
scribed, and upon the EXPRESS CONDITION, which is hereby declared a condition precedent,
TIME being the ESSENCE of such condition; that the said party of the second part, her heirs,
executors, administrators or assigns, shall, and do well and faithfully perform the cov-
enants and agreements hereinafter mentioned on their part to be kept and performed; does
hereby for himself and his heirs, executors, administrators and assigns, covenant, promise
and agree to convey and assure to the said party of the second part by a good and sufficient
Warranty Deed, subject, however, to the taxes of A. D. 1945 and subsequent taxes, to and
for the following described real estate, situated in Sublette County, State of Wyoming, to-
wit:

Lots Eleven (11), Twelve (12), Block (2); Jones Addition to the
Town of Pinedale as the same appears on record on the Official
Plat thereof on file in the Office of the County Clerk and Ex-
Officio Register of Deeds at Pinedale, Sublette County, Wyoming;
together with all improvements appurtenant and thereto.

SOLD FOR Five Hundred Fifty and no/100 DOLLARS (\$550.00) and to include all improve-
ments now on said property and such other improvements as may hereafter be placed on said
premises, the latter to be held as additional security in case of failure to fulfill the
covenants of this contract.

And the party of the second part does hereby, for herself and her heirs, executors,
administrators and assigns, covenant, promise and agree to and with the said party of the
first part, his heirs, executors, administrators and assigns, to pay the balance of the con-
sideration price for said premises, and all taxes and assessments when due, as follows,
to-wit:

The said sum of \$400.00 to be paid at the rate of \$20.00 per month;
first installment of \$120.00 or more to be paid on the 10th day of
June, 1945; second installment of \$120.00 or more to be paid December
10th, 1945; third installment of \$120.00 or more to be paid June 10th,
1946; balance due on or before December 10th, 1946.

Payable at the office of A. J. Springsted with interest at the rate of 6 per cent per
annum from date. Interest payable semi annually if principal or interest is not paid when
due, the same to draw 6 per cent interest per annum from maturity until paid.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of
failure of said party of the second part, her heirs, executors, administrators or assigns,
to perform all or either of the covenants and promises on their part to be performed, then
said party of the first part, his heirs, executors, administrators or assigns, shall have
the right to declare this contract void, and thereupon to recover by distress upon the
premises or otherwise all the interest which shall have accrued upon this contract up to
the day of declaring it void, as rent for use and occupation of said premises; to hold and
retain all moneys paid on this contract by said party of the second part, as liquidated
damages, and to take immediate possession of the premises; to regard the person or persons
in possession on such termination of the contract as tenant or tenants holding over without
permission; and to recover all damages sustained by holding over without permission, or by
reason of any waste or damage committed or suffered on said premises.
/One Hundred fifty and no/100 DOLLARS