

THIS AGREEMENT, Made and entered into this 6th day of January 1945, by and between Pete C. Wagner, a single man (not married) of Big Piney, Sublette County, State of Wyoming, of the first part, and Frank D. Ball of Big Piney, 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 TEN THOUSAND (\$ 10,000.00) DOLLARS in hand paid, as part of the purchase money for the real estate hereinafter described, 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, his heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on his 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. and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lots, 1,2,3,4,5, SE $\frac{1}{4}$ NW $\frac{1}{4}$, and S $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 6, Lots 1,2,3,4, and S $\frac{1}{4}$ N $\frac{1}{4}$ Sec. 5, Lots, 2,3,4,5, S $\frac{1}{4}$ N $\frac{1}{4}$, and SE $\frac{1}{4}$ Sec. 4, T. 35 N., R. 112 W.; Lots 3, 4, E $\frac{1}{4}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$ Sec. 30, S $\frac{1}{4}$ Sec. 29, Lots 1,2,3,4, E $\frac{1}{4}$ W $\frac{1}{4}$, and NE $\frac{1}{4}$ Sec. 31, NW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$, and SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 32, T. 36 N., R. 112 W.; Lots 1,2, and S $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 2, Lots 3,4, S $\frac{1}{4}$ NW $\frac{1}{4}$, and SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 1, T. 35 N., R. 113 W.; SE $\frac{1}{4}$, and W $\frac{1}{4}$ Sec. 25, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, and S $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 26, NE $\frac{1}{4}$, N $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ W $\frac{1}{4}$, and S $\frac{1}{4}$ Sec. 27, all of Section 34, and all of Section 35 T. 36 N. R. 113 W. 6th P. M., Wyoming. Together with all improvements thereon.

SOLD FOR Twenty-eight thousand eight hundred DOLLARS (\$28,800.00) and to include all improvements 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 himself and his 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 consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

The sum of Ninety-four Hundred Dollars (\$9,400.00) on or before the sixth day of January, 1946, and the sum of Ninety-four Hundred Dollars (\$9,400.00) on or before the sixth day of January, 1947.

Payable at the office of State Bank of Big Piney with interest at the rate of 6 per cent per annum from date. Interest payable 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, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his 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.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than nil Dollars, in favor of and payable to part of the first part, as interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

In presence of

Albert Larson

Pete C. Wagner

Frank D. Ball

THE STATE OF WYOMING)
County of Sublette) ss.

Individual Acknowledgment

On this 6th day of January 1945, before me personally appeared Pete C. Wagner and Frank D. Ball, to me personally 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, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial seal, this 6th day of January, A.D. 1945.

Albert Larson, Notary Public

My commission expires on the 10th day of May, A.D. 1948.

(NOTARIAL SEAL)

No. 32509

HONORABLE DISCHARGE

United States Navy

THE STATE OF WYOMING)
County of Sublette) ss.

To

Benjamin Rives Holcombe
Fees, \$1.00

This instrument was filed for record in my office at 11:00 o'clock A.M. on the 26th day of February A. D. 1945 and duly recorded in Book 9 of Miscellaneous on Page 309.
Helen Atwood, County Clerk