

No. 32814

LEASE

W. W. Bower

THE STATE OF WYOMING)
County of Sublette)

To

Ernest O. Young

Fees, \$2.00

This instrument was filed for record in my office at 11:00 o'clock A.M. on the 19th day of June A.D., 1945 and duly recorded in Book 9 of Miscellaneous on Page 365.

Helen Atwood, County Clerk

THIS AGREEMENT, Made this 1st day of May in the Year of Our Lord One Thousand Nine Hundred and Forty-five between W. W. Bower of the first part, and Ernest O. Young of the second part;

That the said party 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, has demised and leased to the party of the second part all those premises situate in the county of Sublette, and in the State of Wyoming known and described as follows to-wit:

All of Section 16, excepting therefrom that portion lying north and east of F.A.P. Highway No. 137; and S $\frac{1}{2}$ NE $\frac{1}{4}$, Lot 4, and SE $\frac{1}{4}$ of Section 17; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21; Township 32 North of Range 108 West of the 6th P.M.;

TO HAVE AND TO HOLD the said above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the 1st day of May, in the Year of Our Lord One Thousand Nine Hundred and Forty-five, for and during, and until the 1st day of May, 1951. And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the party of the first part, to the said party of the second part, does covenant and agree with the said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for the said demised premises, the sum of Twenty-four Hundred dollars (\$2,400.00) payable \$200 on May 1, 1945, \$200 on November 1, 1945, and a like sum of \$200 on the 1st day of May and the 1st day of November of each year during the life of this lease.

AND THE SAID PARTY of the second part further covenants with the said party 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 this Lease he will yield up the said premises to the said party of the first part in as good order and condition as when the same was entered upon by the said party of the second part, loss 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 the party of the second part that neither he nor his legal representatives, will underlet said premises or any part thereof, or assign this LEASE, without the written assent of said party of the first part had and obtained thereto, and that he will not use nor permit the said premises to be used for any purpose prohibited by the laws of this state; and that said Ernest O. Young shall have the right to purchase the within described premises at any time during the life of this lease at the same price and upon the same terms and conditions that any other purchaser might offer during the term of this lease, if said offer is bona fide and acceptable to party of the first part.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid, on the day 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 the said party of the second part, his executors and administrators, it shall and may be lawful for the said party of the first part, his heirs, executors, administrators, agent, attorney or assign, at his election, to declare said term ended, and into said premises or any part thereof, either with or without process of law, re-enter, and the said party of the second part or any other person or persons occupying, in or upon the same, to expel, remove or put out, using such force as may be necessary in so doing; and the said premises again to re-possess and enjoy, as in his first and former estate. And if at any time said term shall be ended at such election of said party of the first part, his heirs, executors, administrators and assigns, as aforesaid, or in any other way, the said party of the second part, his executors and administrators, do hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the termination of said term, as aforesaid, and if he shall remain in possession of the same thirty 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 a forcible detainer of said premises, under the statute, and shall be subject to all the 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 the day and year first above written.

Fred C. Lebhart
As to W. W. Bower

W. W. Bower (SEAL)

Rosalie E. Hockett
As to Ernest O. Young

Ernest O. Young (SEAL)

State of Wyoming)
ss.
County of Albany)

On this 14th day of May, 1945, personally appeared before me, a Notary Public in and for said county, W. W. Bower, to me known to be the identical person who signed the foregoing instrument, and acknowledged the same to be his voluntary act and deed.

Witness my hand and notarial seal the date last aforesaid.

My commission expires
October 24, 1947.

Fred C. Lebhart, Notary Public.