

year 1945, and the parties of the second part further agree to pay all insurance premiums which maybe necessary to keep the improvements on the lands and premises covered by this contract, adequately insured for not less than \$5000.00 for the benefit of first parties.

and in case of the failure of said parties of the second part to make either of the payments or interest thereon, or any part thereof, or perform any of the covenants on their part hereby made and entered into, then the whole of said payments and interest shall become immediately due and payable, and the parties of the first part shall have the option and right to declare this contract ended, cancelled, and of no further force or effect, and if this agreement shall have been recorded in any Recorder's office, then the filing of a declaration of forfeiture (setting forth the fact of such failure), in said office by said first parties shall be sufficient to cancel all obligations hereunder on the part of the first parties and fully re-invest them with all right, title and interest hereby agreed to be conveyed and transferred and the parties of the second part shall forfeit all payments made by them on this contract and all their right, title and interest in all buildings, fences, improvements and personal property whatsoever, and such payments shall be retained by the said parties of the first part, in full satisfaction and in liquidation of all damages by them sustained, and they shall have the right to re-enter and take possession of the premises and property, real and personal aforesaid, including all livestock owned by or in the possession of second parties.

IT IS MUTUALLY AGREED by and between the parties hereto, that the time of payment shall be an essential part of this contract, and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, the day and year first above written.

Witness:

L. H. Brown

Edwin V. Magagna

Florence L. Jensen

Otto F. Jensen

Hannah F. Jensen

Martin Jensen

THE STATE OF WYOMING)
:ss.
COUNTY OF SWEETWATER)

I, Edwin V. Magagna, a U S Comm'r in and for said County, in the State aforesaid, do hereby certify that said Martin Jensen, sometimes known as Martinus Jensen, and Hannah F. Jensen, husband and wife, and Otto F. Jensen and Florence L. Jensen, husband and wife, personally known to me as the persons whose names are subscribed to the annexed instrument appeared before me this day in person and acknowledged that they signed said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 25 day of October, 1945.

My Commission expires
Jan. 16, 1948.

Edwin V. Magagna, U. S. Comm'r

(UNITED STATES COMMISSIONER SEAL)

No. 33274

HONORABLE DISCHARGE

3846

United States Marine Corps THE STATE OF WYOMING)

:ss. my office at 10:00 o'clock A. M. on the
6th day of November, A. D., 1945 and duly
recorded in Book 9 of Miscellaneous on
Page 493.

Helen Atwood, County Clerk

Fees, None

Elba William McNinch

To

UNITED STATES MARINE CORPS

(SEAL)

To all whom it may concern:

KNOW YE, That Elba William McNinch a Private 1st Class of the U. S. Marine Corps who was enlisted the 26th day of April, 1918, at R D M B Mare Island, Cal., to serve for the duration of the war, is hereby

HONORABLY DISCHARGED

by special order of the Major General Commandant.

Said Elba W. McNinch was born April 25th, 1889 at Charley, Texas, and when enlisted was 69 inches high, with blue eyes, light brown hair, fair complexion, occupation, Rancher; citizen-ship U. S. Accepted for enlistment at Salt Lake City, Utah.

Given under my hand and delivered at Galveston, Texas this 20th day of February, 1919.

Paid in full Seventy-four and 72/100 Dollars (\$74.72)

Character: Excellent.

L. H. Moses
Colonel U. S. M. C., Commanding Marines

Mileage paid to Salt Lake City, Utah.

Supplementary Settlement Voucher No. 3106 Month of May 1919 Account of Bonus paid \$60.00 Act of February 24, 1919 Adj. Travel Allowance \$24.75 - 1650 miles Robert W. Voeth, Major, A. P. M., U. S. M. C.

MILITARY RECORD

Previous service None Promotions and reductions Private 1st Class August 20, 1918 Marksmanship qualifications Sharpshooter M20#273-1918. Sea service None Foreign service None Wounded