

No. 33772

Mike J. Murphy, et al

To

Wilbur A. Edwards, et al

Fees, \$2.25

AGREEMENT FOR WARRANTY DEED

THE STATE OF WYOMING)

County of Sublette)

SS. This instrument was filed for record in my office at 11:00 o'clock A. M. on the 7th day of March, A. D., 1946, and duly recorded in Book 9 of Miscellaneous on Page 578.

Helen Atwood, County Clerk

THIS AGREEMENT, Made and entered into this 15th day of February, 1946, by and between Mike J. Murphy and Esther Murphy, his wife, and Howard R. Rudy and May Rudy, his wife of Pinedale, Sublette County, State of Wyoming, of the first part, and Wilbur A. Edwards and William Samuels, Jr. of Rock Springs, Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of (\$2500.00 Two thousand five hundred and no/100 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 parties of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements, hereinafter mentioned on their part to be kept and performed; do hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said part of the second part by a good and sufficient Warranty Deed, subject, however, to the taxes of A. D. 1946 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lots One (1), Two (2), Block Twenty-one (21); Hennick Addition to the Town of Pinedale as the same appears of 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 appertaining thereto.

SOLD for Nine Thousand and no/100 DOLLARS (\$9,000.00) 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 parties of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said parties of the first part, their 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:

- \$1000.00 on or before August 10, 1947
- \$1000.00 on or before August 10, 1948
- \$ 500.00 on or before August 10, 1948
- \$2000.00 on or before August 10, 1949
- \$2000.00 on or before August 10, 1950

Payable at the office of Mike J. Murphy 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 parties of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said parties of the first part, their 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 parties 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 parties of the second part agrees to keep the buildings on said premises insured in a sum not less than \$4,000.00 Dollars, in favor of and payable to parties of the first part, as their 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

Mike J. Murphy

Esther Murphy

Wilbur A. Edwards

William Samuels, Jr.

Howard R. Rudy

May Rudy

STATE OF WYOMING)
County of Sublette) SS.

On this 16th day of February, 1946, before me personally appeared Mike J. Murphy and Esther Murphy, his wife; Wilbur A. Edwards, and William Samuels, Jr. 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 eff-