

THIS AGREEMENT, Made this 2nd day of January in the year of our Lord, One Thousand Nine Hundred and Forty Seven between M. J. Murphy and Esther E. Murphy, husband and wife parties of the first part, and Taylor Hardware and Lumber Company, party of the second part,

WITNESSETH, That the said parties 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, its successors and assigns, have demised and leased to the said party of the second part, all those premises situate, lying and being in Pinedale of the County of Sublette and in the State of Wyoming, known and described as follows, to-wit:

That certain one story frame store building heretofore occupied by the M. J. Murphy hardware business and located on Lots 13 and 14 in Block 15 Hennick First Addition to Pinedale, together with a Lumber Shed also located on said Lots 13 and 14 and together with a Warehouse located on Lot 12 in Block 15, Hennick First Addition to Pinedale

TO HAVE AND TO HOLD The above described premises, with the appurtenances, unto the said party of the second part, its successors and assigns, from January 2nd 1947, for and during and until January 1 1957. And the said party of the second part, in consideration of the leasing of the premises aforesaid by the said parties of the first part, to the said party of the second part, do covenant and agree with the said parties of the first part, their heirs, executors, administrators and assigns, to pay to the said parties of the first part, as rent for said premises, the sum of \$150 per month, payable on the first day of each and every month during the term of this lease. Second party is granted the right and option to renew this lease for an additional period of five years from and after January 2nd, 1957, upon the same terms and conditions as herein provided, said option to be exercised in writing on or before December 1, 1956.

AND THE SAID PARTY of the second part further covenants with the said parties 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 the lease it will yield up said premises to the said parties of the first part in as good order and condition as when they were entered upon by 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 its own expense. The roof and floors excepted

IT IS FURTHER AGREED By said party of the second part, neither it nor its legal representatives will underlet said premises or any part thereof, or assign this lease without the written consent of the said parties of the first part, had and obtained thereto. In the event of the destruction of the building or buildings herein leased by fire or other casualty, first parties shall repair or rebuild promptly and expeditiously at their expense, making such adjustment as to rent during repairing or rebuilding as may be just and proper

IT IS EXPRESSLY UNDERSTOOD AND AGREED By and between the parties aforesaid, that if the rent above mentioned, or any part thereof, shall be unpaid on the date 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 said party of the second part, its successors or assigns, it shall and may be lawful for the said parties of the first part, their heirs, executors, administrators, agent, attorneys or assigns, at their election to declare said term ended, and into the said premises, or any part thereof, either with or without process of law, to re-enter. And if at any time said term shall be ended at such elections of said parties of the first part, their heirs, executors, administrators or assigns as aforesaid, or in any other way, the said party of the second part, its successors or assigns do hereby covenant and agree to surrender and deliver up the said above described premises and property peaceably to said parties of the first part, their heirs, executors, administrators and assigns, immediately upon the termination of said term as aforesaid, and if it shall remain in possession of the same 15 days after notice of such default, or after the termination of this lease in any of the ways above named it shall be deemed guilty of forcible detainer of said premises under the statute, and shall be subject to 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 this 2nd day of January, 1947.

Signed, Sealed and Delivered
in the presence of

M. J. Murphy (Seal)

Esther E. Murphy (Seal)

Lillian C. Allen

THE STATE OF WYOMING, }
County of Sublette } ss.

On this 13th day of January, 1947, before me personally appeared M. J. Murphy and Esther E. Murphy, husband and wife to me 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.

Given under my hand and Official seal, the day and year in this certificate first above written.

My commission expires on the
20th day of February A. D. 1947.

Lillian C. Allen
United States Commissioner

(UNITED STATES COMMISSIONER SEAL)

No. 35034

HONORABLE DISCHARGE

United States Army

THE STATE OF WYOMING }
County of Sublette } ss.

To

Arthur A. Pepe

Fees, None

This instrument was filed for record in my office at 3:00 o'clock P. M. on the 17th day of January A. D. 1947 and duly recorded in Book 10 of Miscellaneous, on Page 151.

H. H. Summers, County Clerk.