

Interest shall be charged from October 1, 1946 on all unpaid portions of the purchase price at the rate of 4 1/2 per cent per annum, payable monthly. As described above. It is also agreed by all parties pertaining hereto that abstract shall show good and merchantable title free and clear of all incumbrances, liens, judgements or any other objections that might effect a perfect title. It is agreed that \$500 (five hundred dollars) shall be reserved out of final payments to protect clearing of title if not done before said \$500 (five hundred dollars) payments shall become due. Title to be approved by Grantee's attorney.

It is understood and agreed that if the seller accepts payment from the buyer on this contract less than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture hereinafter stipulated. All payments made by the buyer on this contract in excess of the payments herein stipulated, may, at the option of the buyer, be applied on future payments.

The Seller is hereby given the option to execute and maintain a loan secured by a mortgage upon said property in an amount not exceeding the principal balance then due upon this contract and bearing interest at a rate not exceeding the rate provided in this contract, provided, however, that if said loan requires monthly payments, said payments shall not exceed the monthly payments stipulated in this contract; and provided further that Seller shall not at any time permit the balance due on said mortgage to be greater than the balance due on this contract.

The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees that there are no assessments against said premises except the following: None

The Buyer agrees to pay the general taxes the year of 1946 and after

The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller to the amount of their value or (\$8500.00) and to assign said insurance to the Seller as his interest may appear and to deliver the insurance policy to him.

In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option pay said taxes, assessments and insurance premiums or either of them, and if he elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of 10% per annum until paid.

In the event of a failure to comply with the terms hereof by the Buyer, or upon failure to make any payments when the same shall become due, or within 30 days thereafter, the Seller shall, at his option, be released from all obligations in law and equity to convey said property and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may, at his option, re-enter and take possession of said premises without legal process as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller. It is agreed that time is of the essence of this agreement.

In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

The Buyer, his heirs, executors, administrators, successors or assigns, agree that no estate in or possession of the said premises shall be sold, transferred, granted or conveyed to any person not of the Caucasian race.

The Seller on receiving the payments herein reserved to be paid at the times and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, an abstract or a policy of title insurance, at the option of the Seller, brought to date at time of sale or at time of delivery of deed at the option of Buyer.

It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto. NONE

The Buyer and Seller each agree that should they default in any of the covenants and agreements contained herein, to pay all costs and expenses that may arise from enforcing this agreement, either by suit or otherwise, including a reasonable attorney's fee.

It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Signed in the presence of

Rosalie E. Hockett

Frank R. Moffat

Myrtle M. Moffat.
The Seller

Jay G. Toone

Dora G. Toone
The Buyer

The State of Wyoming) ss.
County of Sublette)

Before me this 24th day of August, 1946 personally appeared Frank R. Moffat, Myrtle M. Moffat, Jay G. Toone, Dora G. Toone and acknowledged to me that they signed the same as their own free act and deed and for the uses and purposes therein set out.

Given under my hand and official seal this 24th day of August, 1946.

Rosalie E. Hockett
District Court Commissioner

(DISTRICT COURT COMMISSIONER SEAL)