

121

paid, with interest thereon, the sum of Seven Thousand Fifty-three and 8/100 (\$7,053.08) Dollars, under the terms and conditions of said promissory Note and Mortgage Deed; and the Court further finds from the evidence herein that said defendants have failed and neglected to pay to the County of Sublette certain taxes assessed and due for the year 1944, which are now due and owing to said County of Sublette, and have failed and neglected to keep said mortgaged property insured against fire, and in these respects have made default in the terms and conditions of said Mortgage Deed, and that it is necessary for plaintiff to pay said taxes and have said real property insured against loss by fire and pay said insurance premiums, which taxes and insurance premiums amount to the sum of Four Hundred Sixty-four and 65/100 Dollars, and plaintiff is hereby authorized to pay said taxes and said insurance premiums, which amount should be taxed as costs in connection with the foreclosure of said Mortgage and sale of said real property.

The Court further finds that to secure the payment of the Promissory Note set forth in plaintiff's cause of action, the defendants, Raymond R. Salmon and Margaret N. Salmon, signed, executed, acknowledged and delivered to the plaintiff, L. C. Nelson, the payee named in said Promissory Note, their certain Mortgage Deed, upon the real property described in plaintiff's Petition, which Mortgage Deed was thereafter filed and recorded as a Mortgage Deed on the 7th day of September, A. D. 1940, at 9:00 A. M., in Book 5 of Mortgages, at Page 54, and numbered 26410, in the office of the County Clerk and Ex-Officio Register of Deeds in and for said County and State; that the plaintiff is now the owner and holder of said Promissory Note and Mortgage Deed; that the defendants, Raymond R. Salmon and Margaret N. Salmon, by said Mortgage Deed, granted, bargained, sold and conveyed all of that said parcel, piece and tract of land, lying and being in the County of Sublette, State of Wyoming, and particularly described as follows, to-wit:

Lots Seven (7), Eight (8), Nine (9) and Ten (10), in Block Nine (9), Patterson's First Addition to the Town of Pinedale, Sublette County, State of Wyoming, together with all buildings, improvements, water, water rights, ditches, dikes, dams, and everything thereunto appertaining and/or belonging.

The Court further finds that said Mortgage Deed was signed,