

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE HILLS COMPANY, INCORPORATED 64688—3M—12-53

THIS AGREEMENT, Made and entered into this 7th day of July 1956, by and between Christina Brandt Naylor and Sam F. Naylor, her husband

of Provo Utah County, State of Utah, of the first part, and Otto Paul Gabardi, Jr and Emma B. Gabardi, Husband and Wife, as Tenants by the Entireties, with full right of Survivorship of Pine 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 (\$500.00) Five Hundred and 00/100- - - - - 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 parties of the first part by a good and sufficient Warranty Deed, subject, however, to one-half of the taxes of A. D. 1956 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot Eight (8), Block Nine (9), Jones Addition to the Town of Pinedale, as the same appears of record on the official plat thereof filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, State of Wyoming, together with all improvements and appurtenances thereunto appertaining.

Subject to reservations and restrictions in United States Patents.

SOLD FOR Three Thousand and 00/100- - - - - DOLLARS (\$3,000.00) 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: Balance, in amount of \$2500.00 payable in Fifty equal payments of Fifty (\$50.00) Dollars each, first said payment due August 1, 1956, and the first day of each subsequent month thereafter, until the entire balance due hereunder is paid. Parties of the Second part hereby reserve the right, which is hereby granted by the Parties of the First part, to accelerate payments, and pay the entire balance due hereunder at any time before maturity.

Payable at the office of Christina Brandt Naylor with interest at the rate of 6 per cent per annum from date. Interest payable annually. If principal or interest is not paid when due, the same to draw 2 per cent interest per annum from maturity until paid. Interest payable annually, on or before the 1st day of January, 1957 and each January thereafter.

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 Three Thousand 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
Christina Brandt Naylor
Otto Paul Gabardi, Jr.
Emma B. Gabardi

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming ss.
County of Sublette

On this 7th day of July 1956, before me personally appeared Christina Brandt Naylor and Sam F. Naylor, her husband and Otto Paul Gabardi, Jr and Emma B. Gabardi, Husband and Wife to me personally known to be the person 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 effect of signing and acknowledging the said instrument.

Given under my hand and seal, this 7th day of July A. D. 1956

My commission expires on the 11th day of January A. D. 1957

Notary Public
By [Signature]