

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE WILLS COMPANY, INCORPORATED 28-400—28—11-58 471

THIS AGREEMENT, Made and entered into this 15th day of August 1957, by and between Leona Lynn Pape, a single woman

of Pinedale Sublette County, State of Wyoming, of the first part, and Paul Gabardi and Emma Gabardi, Husband and Wife

of Pinedale Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the sum of (\$50.00) Fifty and 00/100 Dollars and the covenants hereinafter set forth, 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 herself and her heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said party of the second part by a good and sufficient Warranty Deed, subject, however, to 5/12ths of the taxes of A. D. 1957, and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lots Nineteen (19) and Twenty (20), Block Eleven (11) Patterson's First Addition to the Town of Pinedale, Wyoming 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, Wyoming, together with all improvements and appurtenances thereunto appertaining.

Subject to that certain mortgage between Leona Lynn Pape, also known as Leona L. Pape, a single woman, and the North Side State Bank of Rock Springs, Rock Springs, Wyoming in the principal sum of \$12,000.00, dated February 15, 1957, filed for record February 23, 1957, in Book 10 of Mortgages, page 349, Sublette County, Wyoming.

SOLD FOR Fifty Thousand and 00/100 (\$50,000.00) DOLLARS (\$50,000.00) 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, executor, administrators and assigns, covenant, promise and agree to and with the said party of the first part, her 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: The mortgage, as above set forth, according to its terms. The sum of \$160.21 as interest on the balance, in the amount of \$38,450 @ 5%, per month, for the period of Four (4) years, commencing on or before the 15th day of September, 1957, and the further sum of \$300.00 per month, in addition to interest, first said payment being due August 15, 1961 and the 15th day of each month thereafter, until the entire balance due hereunder in the sum of \$38,450.00 in addition to the above mentioned mortgage, has been paid. Because there is no material down payment hereunder, all parties mutually agree that, in the event of a breach of this contract, by parties of the second part, party of the first part shall be entitled to the sum of \$5,000.00 as liquidated damages, in addition to the provisions hereinafter set forth, until such time as she has actually received the sum of \$5,000.00 payment upon the principal, due to her hereunder.

Payable at the office of Leona Lynn Pape with interest at the rate of 5% per cent per annum from date. Interest payable monthly. If principal or interest is not paid when due, the same to draw 5% per cent interest per annum from maturity until paid. Parties of the second part hereby reserve the right, which is hereby granted by party of the first part, to accelerate payments to become due hereunder, in any multiple of \$100.00, and thus reduce interest, and to pay the entire contract off in full, at any time during the term of this contract.

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, her 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 Fifty Thousand Dollars, in favor of and payable to party of the first part, as her interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first heretofore obtained.

In presence of
Robert W. Lewis
Leona Lynn Pape
Paul Gabardi
Emma Gabardi

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
County of Sublette } ss.

On this 15th day of August 1957, before me personally appeared Leona Lynn Pape, a single woman, and Paul Gabardi and Emma Gabardi, Husband and Wife

to me personally known to be the person or 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 effect of signing and acknowledging the said instrument.

Given Under my hand and Notarial seal, this 15th day of August, A. D. 1957

My commission expires on the 12th day of June, A. D. 1961.
Jean Sellers Notary Public.