

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE MULL COMPANY, SHERIDAN 22404—3M—4.37

THIS AGREEMENT, Made and entered into this 22nd day of December, 1958, by and between C. E. Tisher and Ina O. Tisher, husband and wife,

of Sublette County, State of Wyoming, of the first part, and Frank Favazzo and Mary Favazzo, husband and wife,

of Pinedale Sublette County, State of Wyoming, of the second part, of the sum of (\$ 500.00)

WITNESSETH, That the part 1st 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 part 1st of the second part, their heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on the 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 part 1st of the second part by a good and sufficient Warranty Deed, subject, however, to all of the taxes of A. D. 1959 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

North Half Northwest Quarter of the Southeast Quarter (N1/2NW1/4SE1/4), Section Thirty-four (34), Township Thirty-four (34) North, Range One hundred nine (109) West of the 6th Principal Meridian, Wyoming, comprising twenty (20) acres, more or less, together with all water and water rights, improvements, and all appurtenances thereunto appertaining.

SOLD FOR Fifteen hundred and 00/100 DOLLARS (\$ 1,500.00) 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 part 1st of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said part 1st 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: One payment in the amount of \$1,000.00 without interest, on or before March 31, 1959, being the entire balance due under this contract.

Payable at the home of C. E. Tisher with interest at the rate of 0 per cent per annum from date. Interest payable none. If principal or interest is not paid when due, the same to draw 0 per cent interest per annum from maturity until paid.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said part 1st of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on the part to be performed, then said part 1st 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 part 1st 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. no interests may appear.

The part 1st of the second part agrees to keep the buildings on said premises insured in a sum not less than no Dollars, in favor of and payable to part 1st of the first part, as in writing of first party first had and obtained.

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

In presence of  
Robert W. Servers  
John J. Teller

C. E. Tisher  
Ina O. Tisher  
Frank Favazzo  
Mary Favazzo

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,

County of Sublette

On this 22nd day of December, 1958, before me personally appeared C. E. Tisher and Ina O. Tisher, husband and wife, and Frank Favazzo and Mary Favazzo, husband and wife,

to me personally 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, 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 22nd day of December, A. D. 1958.

My commission expires on the 17th day of June, A. D. 1961.