

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of September, 1959 by and between PAUL CREAR and DOROTHY CREAR, husband and wife, of the County of Essex, State of New York, hereinafter called the Seller, and OWEN A. FRANK, JR. and MARY JANE FRANK, husband and wife, of Pinedale, Wyoming, hereinafter called the Buyer, WITNESSETH:

That for and in consideration of the purchase price to be paid as herein-after set forth, the Seller agrees to sell, and the Buyer agrees to buy the following described real estate and premises, to-wit:

Lots 18, 19, and 20 in the Pine Creek Subdivision, Sublette County, Wyoming, as the same appear on the Plat and map thereof duly filed for record in the office of the Clerk of Sublette County, Wyoming, together with all buildings and improvements situate thereon or appurtenant thereto and subject to the following restrictions, conditions, charges and agreements which shall run with the land:

1. No building, nor any portion or projection thereof, shall be erected or permitted or maintained within thirty feet of any front street, all buildings to be of new construction.
2. The Buyer herein may sell and convey any of the above described lots in full at any time hereafter, but no part or portion of any lot shall be sold or conveyed which is less than a full or complete lot, as said lots are shown and set forth on the plat and map of the Pine Creek Subdivision.
3. As to each owner of any other lot in the Pine Creek Subdivision tract, and his heirs, successors and assigns, the within restrictions, covenants, conditions, charges and agreements shall run with the real estate and premises herein conveyed for the benefit of the aforesaid other lots in said Pine Creek Subdivision tract and the owners thereof and shall continue to so run hereafter until the 1st day of January, 1977.
4. The provisions herein contained shall bind and inure to the benefit of and be enforceable by the Seller or the owner or owners of any other lots shown on the plat and map of said Pine Creek Subdivision tract, and their legal representatives, heirs, successors and assigns, and failure by the Seller herein or said other owners to enforce any of such restrictions, conditions, covenants, charges and agreements herein contained, shall in no event be deemed a waiver of the right to so do thereafter.

The full and complete purchase price for the above described premises is the sum of Fifteen Hundred and 00/100 (\$1,500.00) Dollars, upon which amount the Buyer has paid the sum of Five Hundred and 00/100 (\$500.00) Dollars, receipt whereof by Seller is hereby acknowledged, and the Buyer agrees to pay the balance of said purchase price, together with interest thereon at the rate of Six Per Cent (6%) per annum, in the manner and at the times herein-after set forth:

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RECORDED October 12, 1959, 10:00 A.M.
IN BOOK 18, MISC. LOTS AND PAGE 351
FEES \$ 2.00 *RECORDED* COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING