

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE HILLS COMPANY, DODGE 67384—OM—11 50

THIS AGREEMENT, Made and entered into this 1st day of November 1959, by and between Frank Tyler, Sr. by Lillian G. Tyler, his attorney in fact and Lillian G. Tyler, his wife.

of Pinedale, Sublette County, State of Wyoming, of the first part, and Frank Tyler, Jr. and Lois Tyler, husband and wife, as tenants by the entirities with full right of survivorship

of Pinedale, 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 (\$10,000.00) Ten thousand 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 party 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 as hereby for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to one-half 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: SW 1/4 SE 1/4 Section 10, The W1/2 N1/2 NW 1/4 SW 1/4 Section 15, T33N, R110W; SW 1/4 SE 1/4 Section 22, all of Section 26 E1/2, E1/2 W1/2, Section 27 N1/2, NW 1/4 NW 1/4 Section 34 N2N3 Section 35, T34N, R110W; Lot 4 S1/2 NW 1/4 Section 1 Lot 1 Section 2 T35N R112W; SW 1/4 SE 1/4 Section 10 E1/2 NE 1/2 SW 1/4 SE 1/4 Section 15 NE 1/4, E1/2 NW 1/4, SW 1/4 NW 1/4 SW 1/4 Section 21 SW 1/4 NW 1/4 SW 1/4 Section 22 T37N, R110W containing 2799.93 acres more or less together with all improvements; water, water rights, ditch, ditch rights and appurtenances thereunto appertaining, together with a Bill of Sale for all personal property listed on the attached sheet. Reserving, however to the grantors an undivided half interest in and to all oil, gas and all other minerals together with the right of ingress and egress to prospect for, mine and remove the same and further reserving a life estate to the grantors in that certain building known as the Stansbury House together with the right of ingress and egress necessary for the use of and occupation of same.

One hundred and (\$160,000.00)

SOLD FOR sixty thousand and 00/100 DOLLARS \$160,000.00 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 as 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:

Twenty-five (25) equal payments in the amount of \$8536.50, first of said payments to be due on or before November 1, 1960, and annually on the 1st day of November until paid, said payments including interest at the rate of 3% per annum. In addition to the first annual payment above provided the first year only the amount of \$1125.00 as interest from the 25th day of July, 1959 to November 1, 1959.

Payable at the office of Lillian G. Tyler with interest at the rate of 3 per cent per annum from date. Interest payable annually. If principal or interest is not paid when due, the same to draw 3 per cent interest per annum from maturity until paid. However all interest is included in the above stated annual payments if paid when due.

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 the 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 party of the second part agrees to keep the buildings on said premises insured in a sum not less than \$10,000.00 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

Lillian G. Tyler Attorney in Fact for Frank
Lillian G. Tyler Frank W. Tyler

Frank G. Tyler
Lillian G. Tyler

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,

County of Sublette

ss.

On this 1st day of November 1959, before me personally appeared Frank Tyler, Sr. by Lillian G. Tyler, his attorney in fact, and Lillian G. Tyler, his wife Frank Tyler, Jr. and Lois Tyler, husband and wife, as tenants by the entirities with full right of survivorship, who are 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 Official seal, this 9th day of November 1959, A.D. 1959.

Frank G. Tyler Frank W. Tyler Notary Public

My commission expires on the 14th day of January, A.D. 1963.

STATE OF WYOMING

NOTARY PUBLIC