

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE MILLS COMPANY, SHERIDAN 93484—3M—4-57

THIS AGREEMENT, Made and entered into this 10th day of April 1959, by and between Elton Cooley and Elton Cooley, as attorney in fact for Almira Cooley, his wife, of Pinedale, Sublette County, State of Wyoming, of the first part, and Veterans of Foreign Wars Fremont Post 4801 INCORPORATED

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 (\$ 400.00) Four 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 Y of the second part, its heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on its 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 Y of the second part by a good and sufficient Warranty Deed, subject, however, to 2/4 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:

Lots Five (5), Six (6) and Seven (7), Block Four (4), Cooley Second Addition to the Town of Pinedale, as the same appears of record on the official plat thereof, on file 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 reservations and restrictions contained in United States Patents.

SOLD FOR Twenty-two hundred fifty and 00/100 DOLLARS (\$ 2250.00) 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 Y of the second part does hereby, for itself and its heirs, executors, administrators and assigns, covenant, promise and agree to and with the said part Y 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: The sum of \$25 per month, plus interest, the first of said payments being due on or before June 1, 1959, and like payments on the first day of each month thereafter, until the entire balance due or to become due hereunder, in the amount of \$1850 has been paid. Party of the second part hereby reserves the right, said right being hereby granted by parties of the first part, to accelerate payments due or to become due hereunder and to pay any multiple of \$100 at any time during the term of this contract and thus reduce interest.

Payable at the office of Elton Cooley with interest at the rate of 6 per cent per annum from date. Interest payable monthly. If principal or interest is not paid when due, the same to draw 6 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 Y of the second part, its heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on its part to be performed, then said part Y 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 Y 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 part Y of the second part agrees to keep the buildings on said premises insured in a sum not less than Dollars, in favor of and payable to part Y of the first part, as 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

THE STATE OF WYOMING, } ss.
Sublette County of

Elton Cooley
Almira Cooley *By Elton Cooley*
as her attorney in fact

Veterans of Foreign Wars Fremont Post *4801*
Frank L. Koenig *Frank L. Koenig*
By Robert L. McFarland Esq.

INDIVIDUAL ACKNOWLEDGMENT

On this day of April 1959, before me personally appeared Elton Cooley and Elton Cooley, as attorney in fact for Almira Cooley, his 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 notarized seal, this 20th day of April 1959, A. D. 1959, Paul A. New, Notary Public.

My commission expires on the 1st day of Sept. 1959, A. D. 1959.