

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE MILLS COMPANY, SHERIDAN 100 100 —3M— 1-60

THIS AGREEMENT, Made and entered into this 27th day of May 1960, by and between Charles J. Bayer and Margaret C. Bayer, husband and wife

of Pinedale, Sublette County, State of Wyoming, of the first part, and Harold Reach

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

WITNESSETH, That the part ies of the first part, for and in consideration of the sum of (\$2,000.00) Two thousand and no/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, his heirs, executors, administrators or assigns, shall, and do well and faithfully perform the covenants and agreements hereinafter mentioned on his 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 one-half of the taxes of A. D. 1960 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

South-half Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ), West-half Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ), Section Five (5); East-half Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ ), Section 6 (Northeast Quarter Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ) is also known as Lot One (1); Northwest Quarter Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section Eight (8); Township Thirty-four North (T34N); Range One Hundred Nine West (R109W), Sixth Principle Meridian (6th P.M.), Wyoming.

East-half Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ) Section Thirty-one (31); West-half Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ , Northwest Quarter Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section Thirty-two (32); Township Thirty-five North (T35N), Range One Hundred Nine West (R109W) 6th P.M., Wyoming containing 481 acres more or less.\*

SOLD FOR Twelve thousand and no/100- DOLLARS (\$12,000.00) 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 part y of the second part does hereby, for himself and his 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:

The balance in equal annual payments of One thousand dollars (\$1,000.00) plus interest; first said payment being due on or before December 1, 1961, and the first day of each December thereafter until the entire balance due or to become due in the amount of Ten thousand dollars (\$10,000.00) has been paid.

\*together with all improvements and appurtenances, water, water rights, ditch, ditch rights and reservoir rights and everthing thereunto appertaining. Reserving, however, to the grantors all oil and gas and all other minerals together with the right of ingress and egress to prospect for and mine and remove the same.

Payable at the office of Charles J. Bayer with interest at the rate of 4 per cent per annum from date. Interest payable annually. If principal or interest is not paid when due, the same to draw 4 per cent interest per annum from maturity until paid.

Party of the second part hereby reserves the right, said right being granted by the parties of the first part, to accelerate payments due or to become due hereunder after January 1, 1961, and to pay any multiple of One thousand dollars (\$1,000.00) or all of the balance due at any time during the term of this contract after January 1, 1961.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said party of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on his 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 said premises; to hold and retain all moneys paid on this contract up to the day of declaring it void, as rent for use and occupation of the premises; 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 y of the second part agrees to keep the buildings on said premises insured in a sum not less than none 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

Charles J. Bayer  
Margaret C. Bayer  
Harold Reach

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,

County of Sublette

ss.

On this 27th day of May 1960, before me personally appeared Charles J. Bayer and Margaret C. Bayer, husband and wife, and Harold Reach

to me personally known to be the persons S 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 27 day of May, A. D. 1960

My commission expires on the 7 day of January, A. D. 1962.

Notary Public.