

## AGREEMENT FOR WARRANTY DEED—FORM NO. 14

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

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THIS AGREEMENT, Made and entered into this 25th day of August 1960, by and between Ted Monaghan and Hazel K. Monaghan, Husband and Wife

of Central Point, Jackson County, State of Oregon, of the first part, and Glen Alderman and Denise Alderman, Husband and Wife

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 (\$ 2,000.00) DOLLARS the covenants hereinafter set forth

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 ies 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 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. 1960 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Lot Thirteen (13), in Block Two (2), of the Jones Addition to

the Town of Pinedale, Wyoming, as said lot and block are laid down and described in the official plat of said addition on file and of record in the office of the county clerk and Ex-Officio register of deeds within and for said Sublette County, Wyoming; together with all water and water rights, improvements and appurtenances thereto belonging.

SOLD FOR Two Thousand and 00/100 ----- DOLLARS (\$2,000.00) 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 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: Eighty (80) equal monthly payments in the amount of Twenty-five and 00/100 (\$25.00) Dollars each, first said payment being due and payable on or before September 25, 1960, and on the 25th day of each ensuing month, until the entire balance due or to become due hereunder, in the sum of \$2,000.00 has been paid

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Payable at the office of annually with interest at the rate of 6 per cent per annum from date. Interest payable annually. If principal or interest is not paid when due, the same to draw 7 per cent interest per annum from maturity until paid. Parties of the second part hereby reserve the right, which said right is hereby granted by parties of the first part, to accelerate payments due or to become due hereunder, and to pay any balance due or any multiple of \$25.00, during the term of this contract, and thus reduce interest

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said part ies of the second part, their heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their 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, on by reason of any waste or damage committed or suffered on said premises.

The parties of the second part agrees to keep the buildings on said premises insured in a sum not less than Two Thousand 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

John D. Bergman  
Patricia D. Bergman

Ted Monaghan  
Hazel K. Monaghan  
Glen Alderman  
Denise Alderman

THE STATE OF WYOMING,

INDIVIDUAL ACKNOWLEDGMENT

County of Sublette ss.

On this 27th day of August 19 60, before me personally appeared Glen Alderman and Denise Alderman, 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 my seal, this 27th day of August, A. D. 1960

My commission expires on the 23rd day of January, A. D. 1960. Notary Public.