

THIS AGREEMENT, Made and entered into this 21st day of December 1960, 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 A. L. Cooper

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 (\$ 200.00) Two Hundred 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 party 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 party of the second part by a good and sufficient Warranty Deed, subject, however, to all of the taxes of A. D. 1961 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Beginning at the Northwest corner of Block 4, Cooley 2nd Addition to the Town of Pinedale, thence North 80 feet to the point of beginning of this traverse then North 100 feet, thence East 160 feet, thence South 100 feet, thence West 160 feet to the point of beginning being a tract of land 100 feet North and South and 160 feet East and West and being a portion of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 33, Township 34, North Range 109 West 6th P.M. Wyoming.

SOLD FOR Six Hundred and no/100 DOLLARS (\$ 600.00) 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 party of the second part do hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party 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 total balance in the amount of four hundred (\$400.00) dollars on or before July 21, 1961.

Payable at the office of Elton Cooley with interest at the rate of 6 per cent per annum from date. Interest payable at maturity. If principal or interest is not paid when due, the same to draw 6 per cent interest per annum from maturity until paid.

Party of the second part, as part of the consideration, hereby agrees to construct and maintain, at his own expense, a legal fence between the herein before described property and the property remaining in the name of parties of the first part. Namely on the North & East of the above described tract.

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 party 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 party 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 Dollars, in favor of and payable to party 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

Mall C. Wilson

Elton Cooley
Almira Cooley by Elton Cooley, Atty.
in fact.

Elton Cooley

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Sublette

} ss.

On this day of December 1960, before me personally appeared Elton Cooley and Elton Cooley as Attorney in Fact for Almira Cooley, his wife, and A. L. Cooper

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 my seal, this 27 day of December, A. D. 1960

Mall C. Wilson Notary Public.

My commission expires on the 16 day of June, A. D. 1961.