

THIS AGREEMENT, Made and entered into this 28th day of June 1961, 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 John R Kerback and Carl G. Kerback, d.b.a. Kerback Brothers, a Partnership 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 (\$ 3,500.00) Three Thousand Five 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 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. 1961 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit: Block Six (6), Cooley First (1st) Addition to the Town of Pinedale, Wyoming as the same appears of record on the official plat thereof, filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

SOLD FOR Twelve Thousand and 00/100- - - - - 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 ies of the second part do hereby, for themselves and their heirs, executors, administrators and assigns, covenant, promise and agree to and with the said part ies 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: \$2,000.00 and interest July 1, 1962, \$2,000.00 and interest July 1, 1963, \$2,000.00 and interest July 1, 1964, \$2,500.00 and interest July 1, 1965.

Parties of the second part hereby reserve 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 \$1,000.00 or the entire balance then due under this contract, 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 annually. 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 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 part ies 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 ies 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 ies of the second part agrees to keep the buildings on said premises insured in a sum not less than no Dollars, in favor of and payable to part 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

Almira Cooley by: Elton Cooley
her attorney in fact

Elton Cooley

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Sublette

ss.

On this 28th day of June 1961, before me personally appeared Elton Cooley and Elton Cooley as attorney in fact for Almira Cooley, his wife, and John R. Kerback and Carl G. Kerback, d.b.a. Kerback Bros, a Partner to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that ship 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 affixed seal, this 28th day of June 1961, A. D. 1961.

My commission expires on the 7th day of January 1963, Notary Public.