

Terminated  
J.R. 23 June  
PG. 221

## AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE MILLS COMPANY, SHERIDAN 100100—3M—1-60

THIS AGREEMENT, Made and entered into this 10th day of June 1961, by and between Jennie L. McPherson, a widow

of Boulder, Sublette County, State of Wyoming, of the first part, and E. Lee Liston and Vera Liston, Husband and Wife, Lynn J. Wilcox and Bernice Criddle Wilcox, Husband and Wife, and Richard D. Bubak and Shirley Ann Bubak, Husband and Wife of Layton, Davis County, State of Utah, of the second part,

WITNESSETH, That the part Y of the first part, for and in consideration of the sum of (\$7,000.00) Seven Thousand 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 parties 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 es hereby for herself and her 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:

Southwest Quarter, ( $SW\frac{1}{4}$ ), South Half Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}$ ), Section Twenty-two (22); Southwest Quarter ( $SW\frac{1}{4}$ ), West Half Northwest Quarter ( $W\frac{1}{2}NW\frac{1}{4}$ ), Section Twenty-six (26); North Half ( $N\frac{1}{2}$ ) Section Twenty-seven (27); all in Township Thirty-three (33) North, Range One Hundred Eight (108) West, 6th P.M., Wyoming, together with all improvements and appurtenances, water and water rights, ditch and ditch rights, reservoir rights thereunto appertaining, containing 800 acres, more or less, together with a bill of sale for one 1954 John Deere 40 crawler tractor.

SOLD FOR Fourty-five Thousand and 00/100----- DOLLARS (\$45,000.00) 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 part Y of the first part, her 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:

Fifteen (15) equal annual instalments of Two Thousand Five Hundred Thirty-three and 33/100 (\$2,533.33) Dollars each, first said annual payment due on or before one year from date and like payments on the annual anniversary date hereof, until the entire balance due or to become due hereunder, in the amount of \$38,000.00 has been paid.

Payable at the office of Jennie L. McPherson with interest at the rate of 5 per cent per annum from date. Interest payable annually. If principal or interest is not paid when due, the same to draw 5 per cent interest per annum from maturity until paid. Parties of the second part hereby reserve the right, said right being hereby granted by party of the first part, to accelerate payments due or to become due hereunder, in any multiple of \$1,000.00, at any time 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 parties 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, or 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 one thousand Dollars, in favor of and payable to part Y of the first part, as her interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

Jennie L. McPherson E. Lee Liston Vera Liston Lynn J. Wilcox Bernice Criddle Wilcox  
Richard D. Bubak Shirley Ann Bubak

## INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,

County of Sublette

ss.

On this 12 day of June, 1961, before me personally appeared Jennie L. McPherson, a widow

to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her 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 17 day of July, 1961, A.D. 1961, Notary Public.

My commission expires on the 17th day of January, A.D. 1961.

Sublette Co.