

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

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

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THIS AGREEMENT, Made and entered into this 22nd day of November 1961, by and between Mildred L. Johnson, a widow.

of Pinedale, Sublette County, State of Wyoming, of the first part, and Lon W. Pape and Mary E. Pape, husband and wife.

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

WITNESSETH, That the part y of the first part, for and in consideration of the sum of (\$10.00) Ten 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 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 part ies 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:

Lots 10 and 11, Block 4, Jones Addition to the Town of Pinedale, Wyoming as the same appears as record on the official plat therefore filed for record in the Office of the County Clerk and Ex-Officio register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenants thereonto appertaining.

SOLD FOR Six thousand ten and no/100 DOLLARS (\$6010.00) 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 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:

One payment of \$6000.00 on or before May 1, 1962, providing, however, that if parties of the second part install a bathroom consisting of a shower, lavatory and stool on or before February 1, 1962 the same shall be considered as a down payment thereunder leaving only a \$6000.00 balance. If the above is not installed on or before February 1, 1962 then parties of the second part agree to pay \$50.00 a month rent from November 1, 1961, until the same is installed.

Payable at the office of Rock Springs National Bank with interest at the rate of 0 per cent per annum from date. Interest payable none. If principal or interest is not paid when due, the same to draw 0 per cent interest per annum from maturity until paid.

In the event parties of the second part do not pay party of the first part the sum of \$6000.00 on or before May 1, 1962, they then agree to relinquish possession of the property peaceably and to execute in writing a termination of this contract to clear party of the first part's title, the bathroom and all fixtures therein to be retained by party of first part as rent.

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 y of the first part, her 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 — 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 — 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

Mildred L. Johnson
Lon W. Pape
Mary E. Pape

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Sublette

} ss.

On this 22 day of November 1961, before me personally appeared Mildred L. Johnson, a widow, and Lon W. Pape and Mary E. Pape, husband and wife.

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 Notarial seal, this 22nd day of November, A. D. 1961, Paul Allen Notary Public.

My commission expires on the 1st day of September, A. D. 1963.

