

## AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE MILLS COMPANY, SHERIDAN 97384—3M—11 58

THIS AGREEMENT, Made and entered into this 10th day of July 1961, by and between  
 Frank Yearsley and Dellma Yearsley, husband and wife

of Big Piney, Sublette County, State of Wyoming, of the first part, and  
 Louie Tomassi and Emma Tomassi, husband and wife

of Big Piney, 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 (\$ 1.00)

One 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 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:

Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), Block Ten (10), C. P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming. Together with all buildings and improvements thereon or a purtenant thereto. And including all stocks of merchandise, furniture, fixtures, machinery and tools, kept stored or used in connection with the operation of said premises.

SOLD FOR One hundred thousand 100,000.00 DOLLARS (\$ 100,000.00)  
 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:

All of the gross receipts derived from hotel rentals, less operating expenses, commencing July 10, 1961 continuously each and every month until fully paid or until other arrangements agreeable to both parties are consummated.

Payable at the office of State Bank of Big Piney, without interest.  
 INTEREST PAYABLE AT THE RATE OF XX PER CENT PER ANNUM FROM THE DATE  
 OF PAYMENT UPON DELAY.

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 Eighty 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.

*Joe G. Moffat*  
 In presence of  
*Joe G. Moffat*

Frank Yearsley - *Frank Yearsley*  
 Dellma Yearsley - *Dellma Yearsley*  
 Louie Tomassi - *Louie Tomassi*  
 Emma Tomassi - *Emma Tomassi*

## INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,  
 County of Sublette

ss.

On this 10th day of July 1961, before me personally appeared Frank Yearsley and Dellma Yearsley, husband and wife and Louie Tomassi and Emma Tomassi, 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 10th day of July, 1961, A. D. 1961,  
 Notary Public.

Given under my hand and Notarial seal, this 22nd day of April, 1962, A. D. 1962,  
 Notary Public.

My commission expires on the 22nd day of April, 1962, A. D. 1962, Notary Public.