

322

THIS AGREEMENT, Made and entered into this 1st day of April, 1963, by and between C. C. Feltner and Angeline Feltner, husband and wife

of Pinedale, Sublette County, State of Wyoming, of the first part, and Herbert J. Skinner

of Goleta, County, State of California, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of (\$1,000.00) One Thousand 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 Y 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 part Y of the second part by a good and sufficient Warranty Deed, subject, however, to the taxes of A. D. 1963 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

The NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 6, T. 33 N.; R. 108 W., 6th P. M.; also that part SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 6 which lies North of the County road, the South boundary of which is described as follows: Beginning on a point on the centerline of the County road, 970 feet South of the Northwest corner of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Sec. 6, and following thence along the centerline of said road, - N. 72° 43' E., 250 feet; thence N. 81° 38' E., 640 feet; thence S. 86° 58' E., 771 feet; thence S. 79° 25' E., 769 feet; thence S. 78° 32' E., 235 feet; and terminating on a point 969 feet South of the Northeast corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Sec. 6; the whole containing a total of 90.6 acres, more or less, together with water rights under

SOLD FOR Seven Thousand Five Hundred - - - - - DOLLARS (\$7500.00) 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 Y of the second part do es hereby, for himself and his 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:

Balance on principal of \$6500.00 payable \$70.00 per month, beginning on the 1st day of June, 1963, and continuing on the 1st of each and every month until May 1st, 1968. From each \$70.00 payment the interest will first be deducted and the balance credited on principal. The balance of principal remaining on June 1st, 1968 to be paid in full.

Payable at the office of First National Bank, of Pinedale, Wyoming 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 Y 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 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 part Y 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 Y 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 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

C. C. Feltner
Angeline Feltner

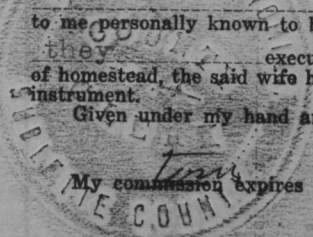
STATE OF Wyoming }
County of Sublette } ss.

On this 1st day of April, 1963, before me personally appeared C. C. Feltner and Angeline Feltner, husband and wife,

to me personally known to be the person S 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 1st day of April, A. D. 1963

My commission expires on the 2 day of January, A. D. 1967.



322