

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE HILL COMPANY, SHERIDAN 100100 —SM

THIS AGREEMENT, Made and entered into this 30th day of April 1963, by and between Fred Clodius and Ella Clodius, his wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and George Rahm and Laura Jean Rahm, husband and wife,

of Pinedale, 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 (\$ 1000.00) 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 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 part 1/2 of the second part by a good and sufficient Warranty Deed, subject, however, to all 1963 of 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:

A tract of land in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 26, Township 34 North, Range 111 West of the 6th P.M. Sublette County, Wyoming, more particularly described as follows: Beginning at a point which bears South 89°19' East, 859.0 feet from the west 1/4 corner of said Sec. 26, thence North 400 feet to the initial point of the tract; thence North 381.9 ft. to a point; thence South 89°19' East 195.4 feet to a point on a curve to the right whose radius is 941.7 ft; thence southeasterly along said curve through an angle of 26°33' a distance of 436.1 ft; the chord of said curve bears South 27°33' east a distance of 435.1 ft; thence North 89°19' West, 395.8 ft, to the point of beginning of the tract containing 2.473 acres, SOLD FOR Six thousand and no/100 DOLLARS (\$5000.00) more 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:

The balance in the amount of \$5000.00 payable \$1000.00 plus interest on April 30, 1964 and \$1000.00 plus interest each April 30th until the entire balance plus interest is paid.

Payable at the office of Fred Clodius 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.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said part 1/2 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 part 1/2 of the second part agrees to keep the buildings on said premises insured in a sum not less than \$3000.00 Dollars, in favor of and payable to part 1/2 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.

In presence of

Fred Clodius
Ella Clodius (f)
George Rahm
Laura Jean Rahm

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Sublette

} ss.

On this 11 day of May 1963, before me personally appeared Fred Clodius and Ella Clodius and George Rahm and Laura Jean Rahm

to me personally known to be the persons 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 affixed seal, this 11 day of May, A. D. 1963, Notary Public.

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

