

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE HILLS COMPANY, SHERIDAN, WYO. 100-100-3M

559

THIS AGREEMENT, Made and entered into this 24th day of September 1963, by and between Elton Cooley and Almira Cooley, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and James M. Allen and Maxine C. Allen, husband and wife,

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

WITNESSETH, That the part les of the first part, for and in consideration of the sum of (\$ 450.00) Four Hundred Fifty 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 les 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 les of the second part by a good and sufficient Warranty Deed, subject, however, to 1/4 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:

Lot Ten (10), Block Twenty-six (26), Cooley Fifth 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 appurtenances thereunto appertaining.

SOLD FOR One Thousand Three Hundred Fifty & no/100 DOLLARS (\$1350.00) 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 les 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 les 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:

payable in thirty six (36) equal monthly payments of \$25.00 per month plus interest at 6%, first payment due November 1, 1963 and each month thereafter until paid in full.

Payable at the office of Elton Cooley with interest at the rate of 6 per cent per annum from date. Interest payable monthly. 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 les 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 les 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 les 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 les 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 les 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

Elton Cooley
Almira Cooley
Maxine C. Allen
James M. Allen

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING, }
County of Sublette } ss.

On this 24 day of September 1963, before me personally appeared Elton Cooley and Almira Cooley, husband and wife, and James M. Allen

and Maxine C. Allen, husband and wife, 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 notary seal, this 24 day of September 1963, A. D. 1963

Notary Public.

My commission expires on the 12 day of September 1964, A. D. 1964.

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*Pinedale
Wyoming*