

THIS AGREEMENT, Made and entered into this 30th day of September 1963, by and between Herbert M. Hilgenfeld aka H. M. Hilgenfeld and Ruth E. Hilgenfeld, his wife, of Sublette County, State of Wyoming, of the first part, and Richard C. Leonard and Ellen B. Leonard, husband and wife, of 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 parties 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 Eleven (11), of Block Three (3), in the Townsite of Shelter Park, Sublette County, Wyoming, as said Lot is laid down and platted on the duly recorded plat thereof filed for record in the Office of the County Clerk and Ex-Officio register of Deeds, Sublette County, Wyoming, together with all improvements thereon, and easements, appurtenances and incidents belonging and appertaining thereto and used in connection therewith, subject, however, to all mining, mineral and other reservations, exceptions, covenants and easements of record.

SOLD FOR Seven Thousand and no/100----- DOLLARS (\$ 7000.00) 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:

The balance due in the amount of \$6000.00 to be paid at the rate of \$50.00 plus interest, a month until paid in full, first payment due November 1, 1963.

Payable at the office of Allen Agency 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.

Parties of the second part hereby reserve the right, said right being granted by parties of the first part, to accelerate payments in any multiples of \$1000.00 or the entire balance then due under this contract, and thus reduce interest.

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 \$6000.00 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.

In presence of

Herbert M. Hilgenfeld
Ruth E. Hilgenfeld
Richard C. Leonard
Ellen B. Leonard

THE STATE OF WYOMING,

County of Sweetwater

INDIVIDUAL ACKNOWLEDGMENT

} ss.

On this 16th day of October 1963, before me personally appeared Herbert M. Hilgenfeld aka H. M. Hilgenfeld and Ruth E. Hilgenfeld, his 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

seal, this 16th day of Oct, A. D. 1963

Ann Menges Notary Public.

My commission expires on the

day of My Commission Expires January 17, 1964, A. D. 1963

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