

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE MILLS COMPANY, SHERIDAN 100 100 —3M— 60

THIS AGREEMENT, Made and entered into this _____ day of October 19 63, by and between
Howard R. Smith and Maxine J. Smith, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the first part, and
Ray Wenz and Ruth C. Wenz, husband and wife,

of Pinedale, Sublette County, State of Wyoming, of the second part,
WITNESSETH, That the part ies of the first part, for and in consideration of the sum of (\$1500.00)

Fifteen Hundred 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 ies 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 ies of the second part by a good and sufficient Warranty Deed, subject, however, to all of the taxes of A. D. 1964 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

That portion of SE¹/₄NW₁, Section 3, Township 33 North, Range 109 West, more particularly bounded and described as follows: Beginning on the Southeast corner of the Triangle Addition to the Town of Pinedale, Wyoming, and running thence S. $0^{\circ}05'$ W. 757 feet to a point on the East line of said SE¹/₄NW₁, Section 3; thence N. $28^{\circ}49\frac{1}{2}'$ W., 864 feet to a point, the Southwest corner of the said Triangle Addition; thence due East 416.69 feet to point of beginning; containing 3.62 acres, more or less.

SOLD FOR Three Thousand and No/100 DOLLARS (\$3,000.00) 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 part ies 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 ies 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 of the aforesaid purchase price in the amount of Fifteen Hundred and No/100 (\$1500.00) Dollars shall be due and payable on the 1st day of November, 1964.

Payable at the office of Howard R. Smith with interest at the rate of 6 per cent per annum from date. Interest payable at maturity. If principal or interest is not paid when due, the same to draw 7 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 ies 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 ies 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 ies 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 ies 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 ies 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

Howard R. Smith
Maxine J. Smith
Ray Wenz
Ruth C. Wenz

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,

ss.

County of Sublette

On this 30 day of October 19 63, before me personally appeared

Howard R. Smith and Maxine J. Smith, husband and wife, and Ray Wenz

and Ruth C. Wenz, husband and wife to me personally known to be the person so 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 30 day of October, A. D. 19 63, Notary Public.

My commission expires on the 30 day of April, A. D. 19 64.