

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE MILLS COMPANY, SHERIDAN 100-100—3M

THIS AGREEMENT, Made and entered into this 1st day of October 1964, by and between Frank W. Tyler, Jr. and Lois Marie Tyler, husband and wife,

of Sublette County, State of Wyoming, of the first part, and Herman A. Genetti and Imogene Genetti, 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 (\$ 800.00) Eight 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 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. 1964 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Tracts 32, 33, 36, 37, 40, 41, 44 and 45 of the Tyler Subdivision, Sublette County, 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.

Subject to easements and rights of way of record or in use.

SOLD FOR Three Thousand Two Hundred & no/100 DOLLARS (\$ 3200.00) 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 \$2400.00 plus interest, to be paid in five (5) equal annual payments of \$480.00 each plus interest at the rate of 5%. The first payment due October 1, 1965 and the 1st day of October of each year thereafter until paid in full.

Payable at the office of Frank W. Tyler, Jr. 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 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 none 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

Frank W. Tyler, Jr.

Lois Marie Tyler

Herman A. Genetti

Imogene Genetti

THE STATE OF WYOMING,

INDIVIDUAL ACKNOWLEDGMENT

County of Sublette

ss.

On this 7 day of October 1964, before me personally appeared Frank W. Tyler and Lois Marie Tyler, husband and wife, and Herman A. Genetti and Imogene Genetti, 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 notaral seal, this 7 day of Oct., A. D. 1964

My commission expires on the 12 day of Dec., A. D. 1966.