

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE HILLS COMPANY, SHERIDAN, WYO. 100-3M. 41

THIS AGREEMENT, Made and entered into this 6th day of May 1964, by and between Mary R. Bakes, a Widow,

of Sublette County, State of Wyoming, of the first part, and Billy J. Pape and Annette Pape, Husband and Wife

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

WITNESSETH, That the part Y of the first part, for and in consideration of the sum of \$1,000.00 One Thousand and 00/100 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; does hereby for herself and her 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 two-thirds 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 the South 400 feet of the East 1060 feet of the Northwest Quarter Southeast Quarter (NW¹/₄SE¹/₄) Section Three (3#) Township Thirty-three (33) North, Range One Hundred Nine (109) West of the 6th P.M., Wyoming lying and being situated West of the North-South division fence immediately East of the garage, situated on said property, together with all improvements and appurtenances, water and water rights, ditch and ditch rights thereunto appertaining. Subject to reservations contained in United States Patents, and easements and rights of way of record or in use.

SOLD FOR Fourteen Thousand and 00/100 DOLLARS \$14,000.00 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 Y of the first part, her 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: one hundred twenty equal monthly payments of One Hundred Thirty-seven and 89/100 (\$137.89) Dollars each, first said payment due June 1, 1964, and each subsequent payment due and payable on the first day of each ensuing month, until the entire balance due or to become due hereunder, in the amount of \$13,000.00 together with interest at the rate of 5% per annum, said interest being included in said monthly payments, has been paid. Parties of the second part reserve the right, said right being hereby granted by party of the first part, to accelerate payments hereunder, and pay any multiple of \$1,000.00 or the entire balance then due under this contract, and thus reduce interest..

Payable at the office of Mary R. Bakes with interest at the rate of 5 per cent per annum from date. Interest payable monthly. If principal or interest is not paid when due, the same to draw 7 per cent interest per annum from maturity until paid. However interest is included in above monthly payments. If party of the first part decides to sell the remaining portion of the South 400 feet of the East 1060 feet of said NW¹/₄SE¹/₄ Sec. 3, the consideration above set forth is consideration for the first right to buy said land at any time during the term of this contract of the next 60 months, whichever is the shorter period of time.

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 Y of the first part, her 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 Twelve Thousand Dollars, in favor of and payable to part Y of the first part, as her 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

Mary R. BakesBilly J. PapeSublette Pape

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
Sublette
County of

ss.

On this 10 day of May 1964, before me personally appeared Mary R. Bakes, a Widow, and Billy J. Pape and Annette Pape, Husband and 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 notarial seal, this 6 day of May 1964, A. D. 1964, Notary Public.

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