

AGREEMENT FOR WARRANTY DEED—FORM NO. 14

THE HILLS COMPANY, SHERIDAN 100-100-3M-60

THIS AGREEMENT, Made and entered into this _____ day of August 1967, by and between
 PRISCILLA B. BAKER

of Daniel, Sublette County, State of Wyoming, of the first part, and
 JOHN P. SCHMID and ELAINE SCHMID, husband and wife

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

WITNESSETH, That the party of the first part, for and in consideration of the sum of (\$3,000.00)

Three Thousand 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 es 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 1/3 of the taxes of A. D. 1967 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

A portion of the SE¹/₄SW¹/₄ of Section 35, Township 34 North, Range 111 West, 6th P.M., being more particularly described as follows: Beginning at the northwest corner of the Daniel Rendezvous Grounds or Historical Park, and on the east right of way line of Highway 189 in said SE¹/₄SW¹/₄ of Section 35, T. 34 N., R. 111 W.; thence north 0°04' west along the east right of way line of Highway 189, 208.7 feet to a point; thence east 417.4 feet; thence south 0°04' east 208.7 feet to a point; thence west along the north line of the Rendezvous Grounds 417.4 feet to point of beginning, containing 2 acres, more or less SOLD FOR Sixteen Thousand Five Hundred DOLLARS (\$16,500.00) 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 party 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:

Balance of \$13,500.00 is to be paid in equal monthly payments of \$119.00, said payments to be applied first to interest at 6% per annum on unpaid balance, and then to principal, the initial payment to be made on or before October 1, 1967 and all subsequent payments to be made on or before the 1st day of each succeeding month until total balance of \$13,500 has been paid in full. Parties of second part have right to prepay said balance in part or in full at any time without penalty, but all such partial payments shall be paid in multiples of \$100.00.

Payable at the office of Wyoming Nat'l. Bank with interest at the rate of 6 per cent per annum from date. Interest payable _____ If principal or interest is not paid when due, the same to draw _____ 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 party 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 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 Ten Thousand Dollars, in favor of and payable to party 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

Priscilla B. Baker
Elaine Schmid

Priscilla B. Baker