

THIS AGREEMENT, Made and entered into this 26th day of August 1968, by and between Kathryn Sessions aka Kathryn L. Sessions and Elvin Scott Sessions, her husband, and Katherine Lambert, an unremarried widow, of Sublette County, State of Wyoming, of the first part, and J. A. Hendrickson and Carol Hendrickson, 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 (\$10.00) Ten 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 1/3 of the taxes of A. D. and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lots 6, 7 and 8, Block 17 of the C. P. MacGlashan First Addition to the Town of Big Piney, Sublette County, Wyoming, as the same appears of record in the office of the Clerk of Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining. Subject to reservations and restrictions contained in United States Patents. Subject to rights of way and easements of record or in use.

SOLD FOR Forty Five Hundred and no/100 DOLLARS (\$ 4,500.00) 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 part of the first part, 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:

Sixty payments in the amount of \$89.11 each including interest, first said payment due on or before the 15th day of September, 1968.

Payable at the office of First National Bank, of Pinedale with interest at the rate of 7 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.

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 \$2500.00 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.

J. A. Hendrickson
Carol Hendrickson

Katherine Lambert
Kathryn Sessions
Elvin Scott Sessions

ACKNOWLEDGMENT

State of Wyoming
County of Sublette

The foregoing instrument was acknowledged before me this 26th day of August, 1968.

Witness my hand and official seal.

Helen Ottwood
Signature

Notary Public

Title of Officer

My commission expires on the 1st day of October, 1968.

115419

RECORDED June 11 1969 2:30AM
IN BOOK 26 Miscellaneous PAGE 11
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