

THIS AGREEMENT, Made and entered into this 27 day of June 1969, by and between Donald W. Boyer and Reva Dell Boyer, husband and wife, through Gerald R. Mason their attorney in fact,

of Sublette County, State of Wyoming, of the first part, and Lawrence W. Shaul and Vivian M. Shaul, husband and wife, as tenants of an estate by the entirieties with full right of survivorship, of Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the part of the first part, for and in consideration of the sum of (\$ 100.00) One 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 les 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 1/2 convey and assure to the said parties of the second part by a good and sufficient Warranty Deed, subject, however, to 1/2 the taxes of A. D. 1969 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lots 36 and 37, Cooley Third Addition to the Town of Pinedale, Wyoming, as the same appears of 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 reservations and restrictions contained in United States Patents.

Subject to and the parties of the second part hereby assume the balance due on Lot 36, Cooley Third Addition, on the Agreement for Warranty Deed between the Cooleys and the Boyers, said balance is in addition to the purchase price of \$3,500.00 SOLD FOR Twenty Three Thousand Five Hundred DOLLARS (\$ \$23,500.00) 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 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:

Balance due in six (6) months from date and the parties of the second part have the right to accelerate payment of the balance.

115929

RECORDED June 27 1969 4:30 PM  
IN BOOK 26 MISCELLANEOUS PAGE 47  
FEES \$2.00 Robert W. Evans COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING E. Talle

Payable at the office of Sievers & Mason with interest at the rate of 4 per cent per annum from date. Interest payable ...... If principal or interest is not paid when due, the same to draw 4 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 les 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 part of the second part agrees to keep the buildings on said premises insured in a sum not less than \$23,500.00 Dollars, in favor of and payable to parties 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

Donald W. Boyer & Reva  
Dell Boyer by L. W. Boyer  
R. Mason attorney in fact  
Lawrence W. Shaul  
Vivian M. Shaul

## ACKNOWLEDGMENT

State of Wyoming } ss.  
County of Sublette

The foregoing instrument was acknowledged before me this 27 day of June, 1969.  
Witness my hand and official seal.

Signature

Jean B. Rissel

Notary Public

Title of Officer

70

A. D. 19

My commission expires on the 27 day of Dec.

