

THIS AGREEMENT, Made and entered into this 20th day of August 1970, by and between
ELTON COOLEY and ALMIRA COOLEY, husband and wife

of Pinedale, Sublette County, State of Wyoming, of the first part, and
THOMAS L. BARTLETT and MARIE C. BARTLETT, husband and wife

of Ogden, Weber County, State of Wyoming, of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of (\$ 510.00) Five Hundred 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 part 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 part of the second part by a good and sufficient Warranty Deed, subject, however, to one/half of the taxes of A. D. 1970 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot Eight (8), Block Twenty-six (26), Cooley Fifth Addition to the Town of Pinedale, Wyoming, as the same appears on the plat thereof filed for record in the office of the County Clerk, and Ex-Officio Register of Deeds for Sublette County, Wyoming.

SOLD FOR One Thousand Seven Hundred and No/100 DOLLARS (\$ 1,700.00) 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:

Two equal annual payments of \$595.00 plus interest, first said payment due 1 August 1971, and final payment due 1 August 1972.

Payable at the office of Elton Cooley with interest at the rate of 7 per cent per annum from date. Interest payable annually. 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 part 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 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 part 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 None Dollars, in favor of and payable to part 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

Thomas L. Bartlett

Marie C. Bartlett

Elton Cooley

Almira Cooley

ACKNOWLEDGMENT

State of Utah } ss.
 County of Weber }

The foregoing instrument was acknowledged before me this 18th day of August, 1970.
 Witness my hand and official seal.

Marie C. Cooley

My commission expires on the 19th day of April, 1973, A. D. 1973.