

THIS AGREEMENT, Made and entered into this 8th day of June 1971, by and between ELTON COOLEY and ALMIRA COOLEY, Husband and Wife, and MARY R. BAKES, a single woman

of Sublette County, State of Wyoming, of the first part, and DUANE E. WHITMER and CAROL L. WHITMER, Husband and Wife

of Pinedale 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 (\$ 697.50) Six Hundred Ninety-seven and 50/100 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 all of the taxes of A. D. 1971 and subsequent taxes, to and for the following described real estate, situated in Sublette County, State of Wyoming, to-wit:

Lot Three (3) Rendezvous Subdivision, as the same appears of record on the map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming; together with all water and water rights, ditches and ditch rights; SUBJECT TO restrictions and reservations contained in United States Patents; and SUBJECT TO easements and rights of way of record or in use.

SOLD FOR Two Thousand Three Hundred Twenty Five and 0/100 DOLLARS (\$ 2,325.00) 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:

\$697.50 down, \$813.75 plus interest June 8, 1972 and \$813.75 plus interest June 8, 1973.

126266

RECORDED June 17 1971 10:35 AM IN BOOK 27 Misc. PAGE 443 FEES \$2.00 Anne R. Clark COUNTY CLERK SUBLLETTE COUNTY, PINEDALE, WYOMING By Lisa F. Gake, Deputy

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 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 None 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 Mary R. Bakes, Elton Cooley, Almira Cooley, Duane E. Whitmer, Carol L. Whitmer

ACKNOWLEDGMENT

State of Wyoming } County of Sublette } ss.

The foregoing instrument was acknowledged before me this 17th day of June 1971. Witness my hand and official seal.

Donna E. Sievers - Notary Public County of Sublette State of Wyoming My Commission Expires April 22, 1974

Donna E. Sievers Signature Notary Public Title of Officer

My commission expires on the day of A. D. 19