

THIS AGREEMENT, Made and entered into this 18th day of September 19 70, by and between ELTON COOLEY and ALMIRA COOLEY, his wife, and MARY R. BAKES, a single woman of Pinedale, Sublette County, State of Wyoming, of the first part, and RAY F. BREDTHAUER and DIXIE L. BREDTHAUER, 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 (\$ 666.00) Six Hundred Sixty Six 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 the 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 1/6 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 Seventeen (17), Rendezvous Subdivision, as the same appears of 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, and

SUBJECT TO special building restrictions on Rendezvous Subdivision.

SOLD FOR Two Thousand Two Hundred Twenty and No/100 DOLLARS (\$ 2,220.00) 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:

Three equal annual payments due one year, two years and three years from date, of \$518.00 plus interest at 7% per annum.

RECORDED October 12 1971 10:25 AM  
IN BOOK 27, MISC. PAGES PAGE 594  
FEES 2.25 Almira Cooley  
SUBLETTE COUNTY CLERK  
By Lois & Jake, Deputy

127754

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.

*Ray F. Bredthauer*  
Ray F. Bredthauer  
*Dixie L. Bredthauer*  
Dixie L. Bredthauer

*Elton Cooley* Elton Cooley  
*Almira Cooley* Almira Cooley  
*Mary R. Bakes* Mary R. Bakes

## ACKNOWLEDGMENT

State of Wyoming  
County of Sublette ss.

The foregoing instrument was acknowledged before me this 28th day of September 19 70.

Witness my hand and official seal

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

My commission expires on the day of

*Donna E. Sievers*  
Signature  
Notary Public  
Title: Notary Public  
A. D. 19