

THIS AGREEMENT, Made and entered into this 6th day of March 1972, by and between
ELTON COOLEY and ALMIRA COOLEY, Husband and Wife,

of Pinedale Sublette County, State of Wyoming, of the first part, and
EDWARD M. FABINY and MINNIE H. FABINY, Husband and Wife as joint
tenants with full right of survivorship and not as tenants in common
of Salt Lake City Salt Lake County, State of Utah, of the second part,

WITNESSETH, That the part ies of the first part, for and in consideration of the sum of (\$ 840.00)
Eight Hundred Forty 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 ies 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 ies of the second part by a good and sufficient Warranty Deed, subject, however, to all of the taxes of A. D.
1972 and subsequent taxes, to and for the following described real estate, situated in Sublette County,
State of Wyoming, to-wit:

Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16)
Block Five (5) Cooley First Addition to the Town of Pinedale,
Wyoming as the same appear 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;
SUBJECT TO reservations and restrictions contained in United
States Patents; and
SUBJECT TO easements and rights of way of record or in use.

SOLD FOR Two Thousand Eight Hundred and No/100-----DOLLARS (\$ 2,800.00)
and to include all improvements now on said property and such other improvements as may hereafter be placed on said prem-
ises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the part ies of the second part do hereby, for themselves and their heirs, executors, adminis-
trators and assigns, covenant, promise and agree to and with the said part ies 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:

\$840.00 down, \$980.00 due one year from date and \$980.00 due
two years from date plus interest at the rate of 7% per annum.

132126

RECORDED August 4 19 72 4:15 P M
IN BOOK 28 Miscellaneous PAGE 279
FEES \$ 2.00 Burne P. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By J. J. Clark 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 part ies 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 ies 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 ies 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 ies 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 ies 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

Elton Cooley
Almira Cooley
Edward M. Fabiny
Minnie H. Fabiny

ACKNOWLEDGMENT

State of Wyoming

County of Sublette

ss.

The foregoing instrument was acknowledged before me this 4th day of August, 1972.
Witness my hand and official seal.

Country of Sublette State of Wyoming

My Commission Expires April 22, 1974

Donna E. Stevens
Signature

Notary Public

Title of Officer

My commission expires on the _____ day of _____, A. D. 19____.