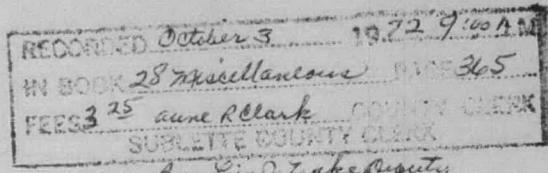


132935



SALE CONTRACT

This Sale Contract made as of April 14, 1971, between Frank D. Ball, Jr. and Marie C. Ball, husband and wife; and Paul N. Scherbel and Rachel A. Scherbel, husband and wife, herein called "seller," and Wilson M. Grant and Marie M. Grant, husband and wife, herein called "Purchaser!"

1. SALE. The seller hereby agrees to sell to purchaser and purchaser hereby agrees to purchase from seller, the following described real property, to-wit:

Lots 10, 11, 12, Block 28 of the Original Townsite of the Town of Marbleton, County of Sublette, Wyoming.

herein called "the property."

2. PURCHASE PRICE. The purchase price of the property is \$1,000.00, which purchaser promises and agrees to pay to seller at Big Piney, Wyoming, as follows:

The sum of \$100 upon the execution hereof, receipt for which is hereby acknowledged by seller, and

The sum of \$900.00 in installments of \$25.00 per month until the principal is paid in full.

Purchaser shall have the right at any time to pay all or any part of the principal sum.

3. POSSESSION. Purchaser shall be entitled to enter into possession of the property on 14 April 1971, and to continue in possession thereof unless and until default is made under the terms of this Sale Contract.

4. WARRANTY DEED. Upon payment in full by purchaser of the purchase price as herein provided, seller agrees to convey the property to purchaser by good and sufficient Warranty Deed; provided, however, that seller shall not be required to warrant title against any person, firm or corporation claiming by or through the purchaser. Seller agrees to survey lot.

5. TAXES. Purchaser and seller shall ~~pay~~ the taxes for 1971 shall be paid by the purchaser, and subsequent taxes also.

6. TERMINATION. If purchaser defaults as to any of the provisions contained in this Sale Contract or is adjudicated bankrupt or makes an assignment for the benefit of creditors, seller shall have the right at any time thereafter to notify purchaser in writing of the nature and extent of the default and if such default is not corrected within thirty (30) days after the giving of such notice seller shall have the right at any time thereafter to terminate this agreement and purchaser's rights hereunder and all payments made by purchaser hereunder shall be retained by seller as liquidated damages and rental for use of the property and seller shall have the right to enter and take possession of the property or any part thereof, or, if seller so elects, seller may declare the unpaid principal provided for in this Sale Contract immediately due and owing and proceed to collect the same in any manner provided by law. If the seller shall default under this Sale Contract purchaser shall have the right at any time thereafter to notify seller in writing of the nature and extent of the default and if such default is not corrected within thirty (30) days after the giving of notice the purchaser shall have the right to sue for specific performance; provided, however, if the default of the seller is due to a defect in title to the property which the purchaser will not waive the seller will promptly refund the full amount of the monies paid by the purchaser under this Sale Contract and this Sale Contract shall then terminate without any further claim by either party against the other. The failure of either party to comply with the terms of this Sale Contract will obligate that party to pay all expense, including a reasonable attorney's fee incurred by the other party because of that failure.

Deed is at
State Bank of Big

Piney

Frank D. Ball, Jr.
in safety deposit box
of Frank D. Ball, III

Sublette
Scherbel

22 June
1971