

THIS AGREEMENT, Made and entered into this 17th day of October, 1972, by and between ELTON COOLEY and ALMIRA COOLEY, husband and wife; CECILIA BAKES HIATT aka CECILIA BAKES HIATT, A SINGLE WOMAN; BARBARA BAKES SUTTNER and T. R. SUTTNER, her husband, of Sublette County, State of Wyoming, of the first part, and BRUCE W. REED and NANCY L. REED, husband and wife,

of Sublette County, State of Wyoming, of the second part,

WITNESSETH, That the part ies of the first part, for and in consideration of the sum of (\$ 1,830.00) One Thousand Eight Hundred Thirty 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 1/6 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 Ten (10) and Eleven (11), 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 to special building restrictions on Rendezvous Subdivision.

SOLD FOR Six Thousand One Hundred and No/100 DOLLARS (\$ 6,100.00) 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 part ies of the second part do hereby, for themselves and their heirs, executors, administrators 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:

\$1,830.00 down; balance in two (2) equal annual payments of \$2,135.00 plus interest at the rate of 7% per annum, due one year and two years from date.

133466

RECORDED November 8, 1972 2:20PM  
IN BOOK 28 Misc PAGE 421  
FEES 2.50 June Clark COUNTY CLERK  
SUBLETTE COUNTY CLERK  
*By Jan's Gabe 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.

*Representatives of*  
Bruce W. Reed Nancy L. Reed Elton Cooley Almira Cooley Barbara Bakes Suttner T. R. Suttner  
Cecilia Bakes Hiatt  
State of Wyoming } ss. Cecilia Bakes Hiatt aka Cecilia Bakes Hiatt  
County of Sublette

The foregoing instrument was acknowledged before me this 8th day of November, 19 72.  
Witness my hand and official seal.

Donna E. Sievers - Notary Public  
County of Sublette State of Wyoming  
My Commission Expires April 22, 1974  
My commission expires on the 421 day of November

Donna E. Sievers  
Signature  
Notary Public  
Title of Officer  
A. D. 1972