

THIS AGREEMENT, Made and entered into this 28th day of August 1972, by and between ABNER L. RECOX and EMILY LEE RECOX, Husband and Wife,

Pinedale, Sweetwater County, State of Wyoming, of the first part, and RONALD O. HARRIS and GEORGEEN HARRIS, Husband and Wife,

Rock Springs, Sweetwater County, State of Wyoming, of the second part.

WITNESSETH, That the parties of the first part, for and in consideration of the sum of (\$500.00)

Five Hundred 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 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 1/2 of the taxes of A. D. 1972 and subsequent taxes, to and for the following described real estate, situated in Sweetwater County, State of Wyoming, to-wit:

Lot Nine (9) of the Gypsum Creek Subdivision No. 2, as the same appears of record on the plat or map thereof filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds for Sweetwater County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States Patents; and to easements and rights of way of record or in use.

SOLD FOR Two Thousand and No/100 DOLLARS (\$2,000.00) 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:

\$500.00 down; balance of \$1,500.00 due in two equal annual payments of \$750.00 due one year and two years from date.

134783 RECORDED February 1 1973 2:00 P.M.
IN BOOK 28 MISCELLANEOUS PAGE 520
FEES \$2.00 Anne R Clark COUNTY CLERK
SWEETWATER COUNTY, PINEDALE, WYOMING

Payable at the office of Abner L. Hecox with interest at the rate of 0 per cent per annum from date. Interest payable 1/12. If principal or interest is not paid when due, the same to draw 0 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 party of the first part, as 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

Abner L. Hecox
Emily Lee Hecox
Ronald O. Harris
Georgeen Harris

ACKNOWLEDGMENT

State of Wyoming ss.
County of Sweetwater

The foregoing instrument was acknowledged before me this 12th day of January, 1973.
Witness my hand and affixed hereto this 12th day of January, 1973.

Donna E. Edwards
Signature

County of Sweetwater

State of Wyoming

My Commission Expires April 22, 1974

Notary Public
Title of Officer

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