

THIS AGREEMENT, Made and entered into this 26th day of September 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, 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 (\$ 780.00) Seven Hundred Eighty 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 1/3 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:

Lot Sixteen (16), 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 Six Hundred and No/100 DOLLARS (\$ 2,600.00) 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:

\$780.00 down; balance in two (2) equal annual payments of \$910.00 plus interest at the rate of 7% per annum due one year and two years from date.

RECORDED <u>Mar 20</u> 19 <u>73</u> 4:45P
IN BOOK <u>28</u> <u>Miscellaneous</u> PAGE <u>597</u>
FEES \$ <u>3.00</u> <u>Quinn R. Kelso</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

135426

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 agree 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.

In presence of
Ray F. Bredthauer
Dixie L. Bredthauer
Elton Cooley
Almira Cooley
Barbara Bakes Suttner
T. R. Suttner

Cecilia Bakes Hiatt
 aka Cecilia Bakes Hiatt
 State of Wyoming
 County of Sublette } ss.

Cecilia Bakes Hiatt

The foregoing instrument was acknowledged before me this 12th day of September October, 1972. Witness my hand and official seal.

Donna E. Stevens - Notary Public	
County of <u>Sublette</u>	State of <u>Wyoming</u>
My Commission Expires <u>April 22, 1974</u>	

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