

48196

STATE OF WYOMING }  
COUNTY OF SUBLLETTE }  
ss

305-

Filed for record in office this 9th day  
of July A. D. 1953 at 2:30  
o'clock P.M. and recorded in Book 5  
of 049-  
See on Page 305

H. H. Summers

County Clerk and Ex-Officio Register of Deeds

July, 1953

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1953, at

Salt Lake City, Utah, by and between J. H. MORGAN, SR. and CLARENCE I. JUSTHEIM, First Parties, and ARTHUR BELFER, for himself and as agent for Jack Saltz, Second Party.

## WITNESSETH:

WHEREAS, First Parties have a contract with E. J. Preston and others to acquire the leases on all the lands described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Second Party desires to acquire by assignment all of the leases described in said Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be kept and performed by the respective parties, it is agreed:

1. Second Party agrees to pay First Parties the sum of Five Dollars (\$5.00) per acre and a total of six per cent (6%) overriding royalty, including the overriding royalties now outstanding. Said \$5.00 per acre shall be paid in the following manner: (which are to be delivered on or before ten (10) days from date hereof) Three Dollars (\$3.00) per acre upon delivery of the assignments to Second Party or Tom Golden; the remaining Two Dollars (\$2.00) per acre on or before fifteen (15) days after title has been cleared. It is understood and agreed that a title letter from the law firm of Senior & Senior advising Second Party that the titles are good and marketable on the lands described in Exhibit "A" will be sufficient clearance for Second Party to pay the remaining \$2.00 per acre. If such letter cannot be obtained from the law firm of Senior & Senior, it is agreed as follows:

First Parties shall have sixty (60) days to settle or clear any defect, if any there be, and if said defect cannot be cleared within sixty (60) days, then First Parties agree to commence an action to quiet title on or before sixty (60) days. If title is or an action to quiet title commenced not cleared within 60 days, Second Party shall have the option to return any lease or leases, or any part thereof, on which title is not cleared and receive back the money paid thereon in full; or Second Party shall have the right to commence an action