

WARRANTY DEED RECORD NO. 36

LIS PENDENS NOTICE

NELS NELSON

VS

GEORGE G. CARROLL ET AL

FILED 12/30 P. M.

AUGUST 4, 1934

NO. 167038

STATE OF WYOMING }
COUNTY OF SHERIDAN } SS.

LIS PENDENS NOTICE

Notice is hereby given that Nels Nelson as Plaintiff has filed in the District Court for Sheridan County, Wyoming, an action against George G. Carroll, Granville W. Carroll, Carl W. Griffen as trustee of Bellevue Memorial

Park and Josie A. Messick as Defendants; the object of which said action is the foreclosure of two real estate mortgages covering the following described lands, to-wit:

That certain tract of land described as Bellevue Memorial Park as the same is marked and platted in accordance with the amended plat thereof in Book 2 of Plats, at Page 18 in the office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming, together with all improvements thereon; said Bellevue Memorial Park being situate in the Southwest quarter of the Northwest quarter of Section 34, Township 56 North of Range 84 West of the Sixth Principal Meridian in Sheridan County, Wyoming.

Notice is further given that A. C. Evans has been appointed Receiver of said real property during the pendency of said action, and that all the Defendants have been restrained by appropriate order of said District Court from conveying or encumbering said real property in any manner.

Maurice L. Cone

Subscribed and sworn to before me this 28th day of July, 1934.

(S E A L)

B. B. Hume

My Term of Office Expires January 7, 1935

COUNTY CLERK

PARTITION FENCE AGREEMENT

WYOMING SECURITIES CO.

TO

WHITNEY BENEFITS

FILED 10/30 A. M.

AUGUST 6, 1934

NO. 167069

PARTITION FENCE AGREEMENT

THIS AGREEMENT, Made and entered into this 30th day of July, 1934 by and between THE WYOMING SECURITIES COMPANY, a Wyoming Corporation, acting by and through its duly authorized officers, the Party of the First Part, and WHITNEY BENEFITS, a Corporation, acting by and through its duly authorized Secretary-Treasurer,

B. G. McKEEN, the Party of the Second Part,

WITNESSETH: That

WHEREAS, it is the desire of the parties hereto definitely to fix the rights and responsibilities of the said parties as regards the maintenance of all partition fences between the holdings of the respective parties within the County of Sheridan, Wyoming, in view of Section 103 of Chapter 42 of the Wyoming Revised Statutes 1931; and

WHEREAS, the partition fences between said parties total in length approximately three-quarters of a mile, or thirty-nine hundred sixty (3960) feet; and

WHEREAS, Little Goose Creek crosses said division line twice, and the maintenance of a fence at said crossings is more difficult than elsewhere on the line; and

WHEREAS, both crossings are within the South Half of said partition fence, and the parties hereto desire that each of the parties shall maintain the fence over one of said crossings,

NOW, THEREFORE, IT IS HEREBY EXPRESSLY AGREED that the portion of the fence to be

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maintained by the Party of the First Part, its successors and assigns, shall be the North two thousand eighty (2080) feet of said fence, more or less, described as follows:

Beginning at the Northeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 55, North Range #4, West of the Sixth Principal Meridian, and extending thence South 2080 feet, more or less, to a point on the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10, which point is also on the South edge of Little Goose Creek where said Little Goose Creek crosses said fence line at the point nearest to the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10.

The portion of said partition fence which shall be hereafter maintained by the said Party of the Second Part, its successors and assigns, shall be the remaining eighteen hundred eighty (1880) feet, more or less,

Beginning at a point on the South edge of said crossing of said intersection of Little Goose Creek with the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10, and extending thence southerly along said East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 over and across the southerly intersection of said Little Goose Creek and said line at a point near the center of said SE $\frac{1}{4}$ of Section 10 and continuing thence South through the center of said SE $\frac{1}{4}$ along the center line of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 10 to the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10.

Each of the parties hereto binds itself to take the respective portions of the fence in the condition which they now are and to put those respective portions of said fence into a condition to comply with the requirements of a lawful fence under the statutes of Wyoming and to so maintain them hereafter.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed, in duplicate, the day and year herein first above written.

THE WYOMING SECURITIES COMPANY, A CORPORATION

H. B. Jeffrey

Witness.

(CORP. SEAL)

Shirley D. Johnson

Vice President.

Attest:

O. K. Winnek

Secretary.

WHITNEY BENEFITS, A CORPORATION

John G. Hutton

Witness.

By B. G. McKeen

SECRETARY-TREASURER.

STATE OF COLORADO,)
CITY and COUNTY OF DENVER.) SS.

On this third day of August, 1934, before me personally appeared SHIRLEY D. JOHNSON, who, having been duly sworn, did say:

That he is the Vice President of The Wyoming Securities Company, the Party of the First Part in the above agreement; that the seal affixed thereto is the corporate seal of the said The Wyoming Securities Company; and that he executed said agreement by authority of the Board of Directors of said Corporation and as its free act and deed.

WITNESS my hand and notarial seal the day and date in this certificate first above written.

My commission expires on the sixth day of November, 1935.

Frankie P. Cumings

(S E A L)

NOTARY PUBLIC.

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STATE OF WYOMING, }
COUNTY OF SHERIDAN. } SS.

On this 31st day of July, 1934, before me personally appeared B. G. McKEEL, who, having been duly sworn, did say:

That he is Secretary-Treasurer of Whitney Benefits, Incorporated, the Corporation who executed the above and foregoing agreement as the Party of the Second Part; that the seal affixed to said agreement is the corporate seal of said Whitney Benefits, a Corporation; that he executed said agreement on behalf of said Corporation by authority of its Board of Directors and as the free act and deed of said Corporation.

WITNESS my hand and notarial seal the day and date in this certificate first above written.

My commission expires on the 26 day of March, 1935.

John G. Hutton

NOTARY PUBLIC.

(S E A L)

QUITCLAIM DEED

HARRY G. SMITH & WIFE

TO

NONA L. MILNE

FILED 3/20 P. M.

AUGUST 6, 1934

NO. 167104

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Harry G. Smith and wife, Hester M. Smith, of the County of Sheridan State of Wyoming in consideration of the sum of One and other considerations to them in hand paid by Nona L. Milne, formerly Nona L. Sanderson the receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quit-

claimed and by these presents do for themselves, their heirs, executors and administrators, remise, release and forever quitclaim unto the said Nona L. Milne heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as she may have or ought to have, in or to all the following described premises, to-wit:

Such interest as the Grantors may have in and to the following described lands and premises located in Sheridan County, Wyoming, to-wit:

The North half of Lot 5 of Block 3 of the Town of Lodora,

(REVENUE STAMPS \$.50 Canceled 8/9/34 H. G. S.)

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Nona L. Milne heirs and assigns, to his and their own proper use and behoof forever. So that neither Harry G. Smith nor Hester Smith or any other person in their name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, they have hereunto set their hands and seal this 1st day of Aug. A. D. 1934.

Signed, sealed and delivered in the presence of: Harry G. Smith (Seal.)

Thelma Hotchkiss

Hester M. Smith (Seal.)