

SHERIDAN COUNTY, WYOMING

27, 1925 and recorded in the Office of the County Clerk and Ex-officio Register of Deeds of Sheridan County, Wyoming at Book "D" of Certificates of Appropriation at page 370, under Permit No. 16785; including also that certain Certificate of Appropriation dated August 27, 1925 and recorded in the office of the County Clerk and Ex-officio Register of Deeds of Sheridan County, Wyoming at Book "D" of Certificates of Appropriation at page 371, under Permit No. 16786.

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 L. Norah Burns, her heirs and assigns, to his and their own proper use and behoof forever. So that neither James Burns, or any other person in his name or behalf, or any other person in his name 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, he has hereunto set his hand and seal this 25th day of July A. D. 1940.

Signed, sealed and delivered in the presence of:

James Burns (Seal.)

Tillie A. Gravelle

W. K. Ogden

THE STATE OF OREGON)
) ss.
County of Multnomah)

On this 6th day of August, 1940, before me personally appeared James Burns, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, including the release and waiver of the right of homestead.

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

Given under my hand and Notarial seal, this 6th day of August, A. D. 1940.

Tillie A. Gravelle

Notary Public within and for
Multnomah County, State of Oregon.
My commission expires July 7, 1944

(S E A L)

AGREEMENT

FRED W. HILMAN, ET AL

TO

S. WATTS SMYTH

FILED 11/30 A. M.

AUGUST 21, 1940

NO. 231207

MEMORANDUM OF AGREEMENT.

THIS AGREEMENT, made and entered into as of this 8th day of August, 1940, by and between Fred W. Hilman and Alice G. Hilman, his wife, of Sheridan County, State of Wyoming, and Irene Hilman Taylor and Irving Taylor, Her husband, of New York City, State of New York, sole heirs at law and beneficiaries of the last will and testament of Lydia D. Hilman, deceased, parties of the first part, and S. Watts Smyth of St. Louis, Missouri, party of the second part, WITNESSETH THAT:

WHEREAS, the parties of the first part, as beneficiaries of the last will and testament of Lydia D. Hilman, deceased, are the owners of the following described real es-

WARRANTY DEED RECORD NO. 48

estate of said deceased, now pending in the district court in and for Sheridan County, Wyoming, to-wit:

A tract of land situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 25, Township 54 N, R 85 W of the 6th Principal Meridian, more particularly described as follows:
Beginning at a point on the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 25, said point being S 89° 50' E. 761 feet from the northwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 25, said point being also on the fence running along the westerly side of the County road; thence along the said fence line S. 1° 55' W. 145 feet; thence S. 37° 51' W. 70 feet; thence S. 55° 25' W. 197 feet; thence S. 61° 15' W. 251 feet; thence S. 30° 41' W. 173 feet; thence S. 45° 35' W. 110 feet; thence S 12° 01' W. 214 feet; thence S. 23° 21' W. 265 feet, more or less, to a point on the west line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 25; thence along the west line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 25, 00° 45' W. 1110 feet, more or less to the northwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 25; thence S 89° 50' E. 761 feet to the point of beginning.

The above described tract of land contains 8.50 acres more or less.

and,

WHEREAS under date of April 6, 1938, the said Lydia D. Hilman, and the above named Party of the Second Part, S. Watts Smyth, entered into a certain "Option Agreement" respecting the above described lands, and certain disputes and differences have arisen between the Parties to this agreement respecting said matter, and it is desired by the Parties hereto to finally determine the same, and it is the intent of the Parties hereto to terminate said former agreement and to substitute this agreement therefor;

NOW, THEREFORE, in consideration of the premises and for the further consideration of the sum of \$50, the payment of which by S. Watts Smyth to the Parties of the First Part is hereby acknowledged, IT IS HEREBY MUTUALLY STIPULATED AND AGREED by and between the Parties hereto that the Parties of the First Part, for themselves and their heirs and assigns, expressly agree that the above described premises shall not at any time be used for, nor shall any building be constructed on it, for a dance-hall, or filling station, or tourist camp, nor shall any wine, beer or intoxicating liquor be sold on it, and the Parties of the First Part, for themselves and their heirs and assigns do further agree and stipulate that they will first notify the Party of the Second Part or his heirs and assigns in case they desire to sell or lease the above described premises, and that the Party of the Second Part, his heirs or assigns shall have the privilege and option to purchase or lease the same upon the same conditions and terms as the Parties of the First Part, their heirs or assigns, may be able to obtain from any bona fide purchaser or lessee. Notice of such desire to sell or lease shall be given by the Parties of the First Part, their heirs or assigns, to the Party of the Second Part, his heirs or assigns, by mailing a letter containing such notice to the Party of the Second Part, or to his heirs or assings, at his present address at Big Horn, Wyoming, or at the then last known address of said second Party, his heirs, or assigns; and said Second Party, his heirs or assigns, shall have a period of thirty (30) days from the date of the mailing of said notice within which to comply with the terms of such offer to buy and if not complied with, the rights of said Second Party, his heirs and assigns, to purchase or lease the above described premises, shall terminate at the expiration of said time, and said First Parties shall then have the liberty

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tions contained in this agreement.

This agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands as of the day and date hereinabove first written, which date is the 8th day of August, 1940.

Witnessed by:

H. Glenn Kinsley
H. Glenn Kinsley
R. Harcombe
R. Harcombe
Louis J. O'Marr

Fred W. Hilman
Alice G. Hilman
Irene H. Taylor
I. Taylor
Parties of the First Part.
S. Watts Smyth
Party of the Second Part.

STATE OF WYOMING.)
COUNTY OF SHERIDAN.) SS.

On this 20th day of August, 1940, before me personally appeared Fred W. Hilman and Alice G. Hilman, his wife, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their act and deed, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 20th day of August, 1940.

(S E A L)

My commission expires January 9, 1944

Katie Halley

Notary Public.

STATE OF NEW YORK.)
COUNTY OF NEW YORK.) SS.

On this 8 day of August 1940, before me personally appeared Irene Hilman Taylor and Irving Taylor, her husband, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 8 day of August 1940.

(S E A L)

My commission expires _____

Dorothy P. Harris
Notary Public.
NOTARY PUBLIC
New York County Clerk's No. 539
Register's No. 1 H 683
Appointment Expires March 30, 1941

STATE OF WYOMING.)
COUNTY OF SHERIDAN.) SS.

On this 21st day of August, 1940, before me personally appeared S. Watts Smyth, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and Notarial Seal, this 21st day of August 1940.

(S E A L)

My commission expires Sept. 8, 1943.

Lena A. Stover

Notary Public.