

Agreement for Warranty Deed

E.B. Johnston,
 Mary E. Cunningham
 Filed 3rd P.M.
 July 21-1905
 # 23907

This Agreement Made and entered into this 20th day of July 1905 by and between E.B. Johnston a singleman of the first part, and Mary E. Cunningham of the second part. Witnesseth, that the party

of the first part for and in consideration of the sum of Three Hundred fifty 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, and twice being the Essence of such condition, that the said party of the second part, to be kept and performed does hereby for himself and his heirs executors, administrators and assigns, covenant, promise and agree to execute and deliver to the said party of the second part a good and sufficient Warranty deed subject however to the taxes of A.D. 1905 and subsequent taxes of said for the following described real estate, situated in the County of Sheridan and State of Wyoming to-wit: Lot numbered Eleven (11) of the Amended Plat of Block numbered seven (7) of South Park addition in the Town of Sheridan Wyoming as surveyed, platted and recorded.

Sold for Eighteen Hundred fifty and no/100 Dollars 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 party of the second part does hereby for herself and her heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part his 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: 1st deferred payment, 20th August 1905, \$40⁰⁰ and \$40⁰⁰ on the 20th day of each and every month thereafter until the full amount of the contract is paid with interest at 10% per annum payable monthly said interest to be deducted from the monthly payments and the balance of said monthly payment to be applied on the principal.

Party of the second part herein to have the privilege of paying a larger amount than herein stipulated at any regular monthly payment period. It is also understood that there is a mortgage on this property of \$800⁰⁰ payable in

two years from June 1905 and that as soon as second party pays first parties equity in said described premises, first party will execute a Wly deed subject to said mortgage, also agreed that party of second part shall have possession of the property during the continuance of this contract and that first party will not further encumber the property.

Payable at Sheridan Nyo with interest at the rate of 10 per cent per annum from date. Interest payable monthly. If principal or interest is not paid when due, the same to draw 10 per cent interest per annum from maturity until paid. Provided always and these presents are upon the express condition, that in case of the failure of the said party of the second part his heirs, executors, administrators or assigns to perform all or either of the covenants and promises on her part to be performed, then said party of the first part his 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 the rent for the use and occupation of said premises, to hold and retain all money paid on this contract by said party 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.

This contract executed in duplicate and not transferable without permission of first party.

In presence of } E. B. Johnston
Jacob Wren } Mary E. Cunningham

July 20-1905. Amount paid on Delivery of Contract
Three hundred fifty Dollars (\$350.00)

The State of Wyoming }

County of Sheridan } I, Jacob Wren a Notary Public
in and for said county, in the state aforesaid do hereby
certify that said E. B. Johnston and Mary E. Cunningham
personally known to me to be the identical persons described
in the foregoing instrument and whose names are subscribed
thereto appeared before me this day in person and acknowledged
that they signed, sealed and delivered said instrument in writing
as their free and voluntary act, for the uses and purposes therein

12789

set forth.

My commission expires on the 31st day of Oct 20. 1907.Given under my hand and notarial seal this 21st day of July 1905

Seal

Jacob Wren

Notary Public.

Deed of Vacation

Lydia M. Shepardson
Muriel Shepardson.

The Public

Filed 10th A.M.

July 21 - 1905

#23909

Know all men by these presents,
that we Lydia M. Shepardson
formerly Lydia M. Atkinson, and
Muriel Shepardson husband of the
said Lydia M. Shepardson of Shendan
Shendan County, Wyoming beingthe sole owners of blocks numbered one two three four five six seven eight nine and all of block ten except lot four in Atkinson addition to the town of Shendan Wyoming and all streets and alleys in said addition west of main street, in said town of Shendan Wyoming do hereby vacated all of said above described property as shown by the said Lydia M. Shepardson and Muriel Shepardson. In said husband it being the intention to vacated the said above described property as same appears of record in the office of the County Clerk and ex-officio Register of Deeds of Shendan County Wyoming as shown by the plot of said Atkinson's addition filed for record on the 20th day of April 1895 at 4 o'clock P.M. and recorded in Book A of Plat Records at page 40.Witness our hands this 21st day of July 1905In Presence of
D. L. WenzellLydia M. Shepardson
Muriel ShepardsonState of Wyoming }
Shendan County } I D. L. Wenzell, a Notary Public in
and for said county in the state aforesaid do hereby certify
that the said Lydia M. Shepardson and Muriel Shepardson,
husband and wife, personally known to me to be the identical
persons described in the foregoing instrument, and whom names
are subscribed thereto, appeared before me this day in person
and acknowledged that they signed, sealed and delivered said
instrument of writing as their free and voluntary act and deed
including the release and waiver of the rights of homestead.Given under my hand and notarial seal this 21st day of July 1905

Seal

D. L. Wenzell

Notary Public.