

AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT, made this day by and between Vida M. Nelson, formerly
Vida M. LaToush and Thomas N. Nelson, of Sheridan, Wyoming
wife and husband
 hereinafter called Seller(s), and James D. McCauley and Jane E. McCauley,
husband and wife of Sheridan, Wyoming
 hereinafter called Buyer(s),

WITNESSETH THAT:

I.

IN CONSIDERATION of the sum of Eight Thousand Five Hundred and no/100
 (\$ 8,500.00) Dollars, in hand paid by Buyer(s) to Seller(s), the receipt and sufficiency of which is
 hereby acknowledged as part of the purchase money for the premises, hereinafter described, the Seller(s)
 hereby agree(s), promise(s) and covenant(s) to convey a fee simple title to Buyer(s), by a good and suf-
 ficient Warranty Deed (subject to all reservations and exceptions of record), covering the following de-
 scribed lands situate in Sheridan County, State of Wyoming, to-wit:

A tract of ground being a portion of Lots 5 and 6,
 Block 8, of the Murray-Marley Addition to the City
 of Sheridan, Sheridan County, Wyoming, more par-
 ticularly described as the North 95' of said Lots
 5 and 6, also reserving a 10 foot sewer easement
 whose centerline is described as follows:

Beginning at a point on the North line of said
 tract lying East a distance of 38 feet from the
 Northwest corner of said tract, thence S 05° 42'
 East, 22.11 feet to a point, thence S 03° 54' West,
 73.17 feet to a point on the South line of said tract.
 Together with all improvements situate thereon and
 all appurtenances thereunto appertaining or belonging.

II.

The total sale price shall be the sum of Forty-Nine Thousand and no/100
 (\$ 49,000.00) Dollars and includes all improvements now on said property, and such other improvements
 as may hereafter be placed on said promises, the latter to be held as additional security in case of failure to
 fulfill the covenants of this contract.

III.

Buyer(s) shall pay the unpaid balance of the purchase price in the amount of Forty Thousand
Five Hundred and no/100 (\$ 40,500.00) Dollars with interest thereon at the
 rate of 10 per cent per annum from date, in installments as follows:

On or before the 15th day of February, 1980, and on or before
 the 15th day of each and every month thereafter, Buyers shall
 make monthly payments to Sellers' account in the amount of
 \$355.42 including principal and interest at ten per cent per
 annum until the 15th day of February of 1985 at which time all
 of the remaining unpaid balance of principal and interest shall
 become due and payable. Buyers may pay all or any amount of the
 unpaid principal and interest at any time without penalty for
 prepayment, provided, however, that additional payments which are
 less than the entire unpaid balance, will not eliminate the
 necessity for the future monthly payments.

Sellers shall not declare this contract in default unless Buyers
 are twenty (20) days in default in the payment of any payments
 called for hereunder, and upon 10 days written notice thereafter.

Attorney's fees for the preparation of this Agreement and allied
 papers, and the original escrow set up fee with the escrow agent
 shall be shared one-half by Buyers and one-half by Sellers.
 Additional monthly payments shall be made by Buyers into escrow
 of one-twelfth of the annual costs of taxes and insurance in the
 amount of \$20.27 for taxes, and \$12.08 for insurance, subject to
 adjustments each year.

If interest and principal are not paid when due, the same shall draw 10 per cent interest per annum from maturity until paid. All payments shall be paid at the First National Bank of Sheridan, Wyoming.

Seller(s) at his (their) expense, shall furnish Buyer(s) with an Abstract of Title to said premises, extended to date, said Abstract to show good, merchantable title in Seller(s) and Buyer(s) shall have twenty days within which to cause same to be examined. Any defects in title shall be forthwith corrected by Seller(s) at his (their) expense.

Buyer(s) shall insure the buildings on said premises in favor of the Parties hereto as their interests may appear in a sum of not less than \$ 40,500.00.

THIS AGREEMENT shall not be assigned by Buyer(s) without the written permission of Seller(s) first had and obtained thereto.

THIS AGREEMENT shall be binding upon the heirs, executors, administrators and assigns of the Parties hereto.

Upon due performance by Buyer(s) of all the conditions and obligations on his (their) part to be kept and performed hereunder, the Seller(s) shall deliver to Buyer(s), the Warranty Deed above provided for. In the event Buyer(s) fail to keep and perform all the conditions and obligations when the same are due and should be performed, time being of the essence, then Seller(s) may at his (their) option declare this Agreement null and void, and may with or without process of law, take immediate possession of said premises and regard any person thereon as guilty of forcible detainer; hold and retain all monies paid hereunder as liquidated damages and in addition recover from Buyer(s) all actual damages sustained by Buyer(s) failure to perform the conditions and obligations on his (their) part to be kept and performed hereunder and any damages sustained by holding over. In the event Seller(s) must bring an action to foreclose any right, title, or interest Buyer(s) might have in said premises under this Agreement then Buyer(s) shall be liable for and shall pay all costs incurred therein, including a reasonable attorney's fee.

Taxes for the year of 1980 shall be pro rated as of date of execution of this Agreement, and Buyers shall pay all future taxes.

It is understood and agreed that a copy of this Agreement for Warranty Deed, together with a Warranty Deed from Sellers to Buyers, and a Quitclaim Deed from Buyers to Sellers used in the event of Buyers' default, together with a proper letter of escrow instructions and the Abstract of Title to said property, shall all be escrowed with the First National Bank of Sheridan, Wyoming as escrow agent.

In the event Buyers are in default for twenty (20) days on any payment called for herein, Sellers shall give written notice of default to Buyers, and Buyers will have 10-days thereafter within which to correct the same. If not corrected within 10 days, Sellers may declare this agreement null and void in accordance with paragraph VIII above.

IN WITNESS WHEREOF, the Parties set their hands to this Agreement this 25th day of January, 1980.

James M. Nelson
Formerly Vida M. Latoush

James M. Nelson
Formerly Vida M. Latoush

State of Wyoming } ss. }
County of Sheridan }
The foregoing instrument was acknowledged before me this 25th day of January, 1980.

by Vida M. Nelson, formerly, Vida M. Latoush and Thomas N. Nelson,
husband and wife, and James D. McCauley and Jane B. McCauley,
husband and wife, witnesses my hand and official seal.

Notary Public

My Commission Expires: July 5, 1981