

WARRANTY DEED

This Indenture, Made the Twenty Fifth day of February in the year of our Lord one thousand nine hundred and thirteen BETWEEN Walter A. Thayer and Lillian M. Thayer, his wife, the parties of the first part And Redwood
Arden
the party of the second part,

WITNESSETH, That the said parties of the first part for and in consideration of the sum of One Dollar and other valuable considerations Dollars, currency of the United States of America, to them in hand paid by the said party of the second part the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, the following described real estate, lying and being situate in the County of Yellowstone, in the State of Montana, and more particularly described as follows, to-wit:

The West half of the Northeast quarter, (N 1/2 E 1/4) and the East half of the Northwest quarter, (E 1/2 NW 1/4) in Section twenty eight, T. 20 N. Township Two South, R. 2 E. Range Twenty and East 12th, Montana Principal Meridian, containing one hundred sixty acres. Also all water rights, water easements and water ditch

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, All and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part and to his heirs and assigns forever. And the said parties of the first part and their heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents ever defend.

In Witness Whereof, The said parties of the first part hereunto set their hands and seals the day and year first above written.

WITNESSES:

W. A. Seaman } Walter A. Thayer (Seal)
Lillian M. Thayer (Seal)

STATE OF Montana
County of Yellowstone

On this Twenty Fifth day of February in the year 1913
before me, Walter A. Seaman a Notary Public in and for said State, personally appeared Walter A. Thayer and Lillian M. Thayer, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Walter A. Seaman
Notary Public for said State of Montana.
Residing at Billings, Mont
My commission expires March 20, 1915

Filed for record this 13th day of March, A. D. 1913 at 2:07 o'clock P. M.
J. F. Williams County Recorder
By J. G. Rodgers Deputy Recorder

WARRANTY DEED

Billings, Montana
74713

\$3.50 Revenue Stamps attached and cancelled.

This Indenture, Made the Sixth day of April in the year of our Lord one thousand nine hundred and sixteen BETWEEN Marcus F. Brown and Edna Brown, his wife, both of Billings, Yellowstone County, Montana, the parties of the first part, and Rockwood Brown, of Billings, Yellowstone County, Montana, the part X of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of One and No/100 (\$1.00) DOLLARS, currency of the United States of America, to them in hand paid by the said part X of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said part X of the second part, and to his heirs and assigns forever, the following described real estate, lying and being situate in the County of Yellowstone in the State of Montana, and more particularly described as follows, to wit: The Northeast Quarter of Section Thirty-two (32) in Township Two (2) North, Range, Twenty-five (25) East of the Montana Principal Meridian, containing 160 acres, more or less, according to the Government Survey thereof, subject, however, to the terms of a certain mortgage, dated July 8th, 1913, for the sum of \$1200.00, due July 8th, 1919, with interest thereon at the rate of six per cent per annum, recorded in Book 36 on page 26 of the Mortgage Records of the records of Yellowstone County, Montana, which the party of the second part assumes and agrees to pay also a balance of \$500.00 and interest on same from Oct. 14th, 1915, of a certain mortgage recorded on page 442 of Book 41 of Mortgages of the records of Yellowstone County, which the party of the second part assumes and agrees to pay.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, All and singular, the above mentioned and described premises, together with the appurtenances, unto the said part X of the second part and to his heirs and assigns forever. And the said part 1st of the first part and their heirs, the said premises, in the quiet and peaceable possession of the said part X of the second part, his heirs and assigns, against the said part 1st of the first part and their heirs and assigns, against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant and by these presents ever defend, EXCEPT AS TO MORTGAGES ABOVE DESCRIBED AND PAID FOR BY THE YEAR 1916.

In Witness Whereof, The said part 1st of the first part hereunto set their hand s and seal s the day and year first above written.

WITNESSES

W. A. Combs

Marcus F. Brown (SEAL)

Edna Brown (SEAL)

STATE OF Montana
County of Yellowstone

On this Sixth day of April in the year 1916 before me, William A. Combs, a Notary Public in and for said State, personally appeared Marcus F. Brown and Edna Brown, his wife, known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that he X executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



William A. Combs
Notary Public for said State of Montana.
Residing at Billings, Montana
My commission expires June 5th, 1918

Filed for record this 8th day of April A. D. 1916 at 4:30 o'clock P. M.

By J. G. Redfield
Deputy Recorder.

F. E. Williams
County Recorder.

Deed Record No. 57, Yellowstone County, Montana

our word one thousand nine hundred and twelve, and of the Independence of the United States, the one hundred and thirty-seventh.

5836



By the President: Wm. H. Taft.

By W. F. LeRoy, Secretary.

H. W. Sanford,
Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 290068.

Filed for Record on the 23rd day of October, A. D. 1916 at 3:10 o'clock P. M.

By M. C. Noonan, Deputy.

F. E. Williams, County Recorder.

61887
C. E. MOWRE, ET. UX.

TO CONTRACT FOR DEED.

ROCKWOOD BROWN.

THIS AGREEMENT, Made and entered into this Twenty-third day of October, A. D. 1916, by and between C. E. Mowre and Olive J. Mowre, his wife, of the County of Yellowstone and state of Montana, parties of the first part, and Rockwood Brown, of the County of Yellowstone and state of Montana, party of the second part,

WITNESSETH, That if the said party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said parties of the first part hereby covenant and agree to convey and assure to the said party of the second part, in fee simple, clear of all encumbrances whatever, by a good and sufficient deed, the lots, pieces or parcels of ground, situate in the County of Yellowstone and State of Montana, known and described as All of lots numbered Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block numbered Fifty-three (53), Foster's Addition to the original Town (now City) of Billings, Yellowstone County, Montana, according to the plat now on file and of record in the County Clerk and Recorder's office of said County and State.

And the said party of the second part hereby covenants and agrees to pay the said parties of the first part the sum of fifteen thousand (\$15,000.00) Dollars, payable at Billings, Montana, in the following manner:

- The Sum of \$5200.00 at or before the execution of this contract:
- The sum of \$5000.00 at or before the 1st day of January, 1917.
- The sum of \$4800.00 at or before the 1st day of March, 1917.
- The sum of \$.....at or before the.....day of.....191..
- The sum of \$.....at or before the.....day of.....191..
- The sum of \$.....at or before the.....day of.....191..
- The sum of \$.....at or before the.....day of.....191..
- The sum of \$.....at or before the.....day of.....191..

with interest at the rate of eight per cent per annum from November 1st, 1916, payable annually, on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally imposed upon said land, subsequent to the year 1916. And in case of the failure of the said party of the second part to make either of the payments, or interest thereon or any part thereof, or perform any of the covenants on his part hereby made and entered into, then the whole of said payments and interest shall, at the election of said first parties, become immediately due and payable, and this contract shall, at the option of the parties of the first part, be forfeited and determined by giving to the said second part, 60 days' notice, in writing, of the intention of the first parties to cancel and determine this contract, setting forth in said notice the amount due upon said contract, and the time and place, when and where payment can be made by said second party.

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It is mutually understood and agreed by and between the parties to this contract that 60 days in a reasonable and sufficient notice to be given to said second party, in case of failure to perform any of the covenants on his part hereby made and entered into, and shall be sufficient to cancel all obligation hereunto on the part of the said first parties and fully re-invest themselves with all right, title and interest hereby agreed to be conveyed, and the party of the second part shall forfeit all payments made by him on this contract, and his right, title and interest in all buildings, fences or other improvements whatsoever, and such payments and improvements shall be retained by the said parties of the first part, in full satisfaction and in liquidation of all damages by them sustained, and they shall have the right, to re-enter and take possession of the premises aforesaid.

It is mutually agreed, by and between the parties hereto, that the time of payment shall be an essential part of this contract; and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands and seals the day and year hereinabove written.

Signe, sealed and delivered
in the presence of
A. W. Stone.

C. E. Howre. (SEAL)
Olive J. Howre (SEAL)
Rockwood Brown (SEAL)

STATE OF MONTANA)
County of Yellowstone) ss

On this 23rd day of October, A. D. 1916, before me, a Notary Public for the State of Montana, personally appeared C. E. Howre and Olive J. Howre, his wife, and Rockwood Brown, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same.



A. W. Stone.
Notary Public for the State of Montana.
Residing at Billings, Montana.
My commission expires July 6th, 1917.

Filed for Record on the 24th day of October, A. D. 1916, at 9:30 o'clock A. M.

By Verne Johnson, Deputy.

P. E. Williams, County Recorder.

DALKE-BOYINGTON CO.

TO

WARRANTY DEED.

HARRY M. SHELVER.

KNOW ALL MEN BY THESE PRESENTS:

That Dalke-Boyington Co. a corporation, organized and existing under the laws of the State of Montana, in consideration of the sum of one dollar (\$1.00), the receipt whereof is hereby admitted, does hereby grant, bargain, sell, convey, warrant and confirm unto Harry M. Shelver (Harry M. Shelver), and to his heirs and assigns, FOREVER, the following described real property, situated in the County of Yellowstone, State of Montana, to-wit:

Lots numbered thirty-two (32) & thirty-three (33), in Block Numbered Eighteen (18), of Yellowstone addition, in the County of Yellowstone, State of Montana, according to the plat thereof, on file and of record in the office of the County Clerk & Recorder of said County.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And the said Grantor hereby covenants that it will forever warrant and defend all right, title and interest in and to the said premises, and the quiet and peaceable possession thereof, unto the said Grantee, his heirs and assigns, against the acts and deeds of said grantor, and

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Warranty Deed Record No. 56, Yellowstone County, Montana

06454

This Indenture, Made the 27th day of December, in the year of our Lord, one thousand nine hundred and sixteen BETWEEN C. E. Mowre and Olive J. Mowre, his wife, of Yellowstone County, Montana, parties of the first part and Lockwood Brown, of Yellowstone County, Montana,

the party of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum of

One & no/100 (\$1.00)

DOLLARS.

currency of the United States of America, to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, the following described real estate, lying and being situate in the County of Yellowstone, in the State of Montana, and more particularly described as follows, to-wit: All of Lots numbered Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block Numbered Fifty-three (53), Foster's Addition to the Original Town (now City) of Billings, Yellowstone County, Montana, according to the plat thereof now on file and of record in the County Clerk and Recorder's office of said County and State.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, All and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part and to his heirs and assigns forever. And the said parties of the first part and their heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs and assigns, against all and every person and persons whatsoever, lawfully claiming or to claim the same, shall and well warrant and by these presents ever defend.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal on the 27th day and year first above written.

WITNESSES:

A. D. Averill
J. E. Fanning.

C. E. Mowre. (SEAL)
Olive J. Mowre (SEAL)

STATE OF California }
County of Los Angeles. }

On this Eighth day of January in the year 1917 before me, A. D. Averill, a Notary Public in and for said State, personally appeared C. E. Mowre and Olive J. Mowre, his wife, known to me to be the persons whose names are subscribed in the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



A. D. Averill,
Notary Public for said State of California

My commission expires Dec. 5, 1920.

Residing at Los Angeles.

Filed for record this 16th day of January,

A. D. 1917 at 4:46 o'clock P. M.

By H. C. Stolt,

Deputy Recorder.

F. E. Williams,
County Recorder.

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Deed Record No. 60, Yellowstone County, Montana

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LESLIE F. MILLER AND WIFE

TO

WARRANTY DEED.

ROCKWOOD BROWN

THIS INDENTURE, Made the 5th day of March A.D. one thousand nine hundred and Seventeen between Leslie F. Miller and Harriet R. Miller, his wife, of Yellowstone County, Montana, the parties of the first part, and Rockwood Brown of Yellowstone County, Montana the party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and no/100 Dollars (\$1.00) lawful money of the United States of America to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged; do by these presents grant, bargain, sell, convey, warrant and confirm unto the said party of the second part, and to his heirs and assigns forever, the hereinafter described real estate, situated in the city or town of Billings, County of Yellowstone and State of Montana, to-wit: All of lots numbered Thirty nine (39) and Forty (40) in Block numbered Six (6) of North Elevation Subdivision of the City of Billings, Montana, according to the official plat thereof now on file and of record in the office of the Clerk and Recorder in and for said County and State.

TOGETHER, with all and singular the hereinbefore described premises, together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging, to have and to hold all and singular the above mentioned and described premises unto the said party of the second part, and to his heirs and assigns forever.

And the said parties of the first part, and their heirs do hereby covenant that they will forever warrant and defend all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said party of the second part, his heirs and assigns, against the acts and deeds of the said parties of the first part, and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first hereinbefore written.

Signed, Sealed and Delivered in the Presence of

Leslie F. Miller (Seal)

Harriet R. Miller (Seal)

STATE OF MONTANA }
County of Yellowstone. } ss.

On this 5th day of March in the year nineteen hundred and Seventeen before me S.D. Macdonald a Notary Public for the State of Montana, personally appeared Leslie F. Miller & Harriet R. Miller known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

S. D. Macdonald

Notary Public for the State of Montana.
Residing at Billings, Montana
My commission expires Sept 5th 1917.



Filed for record on the 13th day of March, A.D. 1917 at 3:38 o'clock P.M.

By E. H. Sackett, Deputy.

F. E. Williams, County Recorder.

Warranty Deed Record No. 56, Yellowstone County, Montana

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94864

This Indenture, Made the 19th day of March in the year of our Lord, one thousand nine hundred and Seventeen BETWEEN Nellie S. Brown, a widow, of Billings, Montana, party of the first part and Rockwood Brown of Billings, Montana,

the part Y of the second part,

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One & NO/100 DOLLARS,

currency of the United States of America, to her in hand paid by the said part X of the second part, the receipt of which is hereby acknowledged, do es by these presents grant, bargain, sell, convey and contain unto the said part Y of the second part, and to his heirs and assigns forever, the following described real estate, lying and being situated in the County of Yellowstone, in the State of Montana, and more particularly described as follows to wit: Lots numbered Twenty-eight and Twenty-nine of Block Numbered Nine of the Broadwater Subdivision, according to the plat thereof on file and of record in the office of the County Clerk and Recorder of said County, same being a part of the Southeast Quarter of Section Five, Township One South of Range Twenty-six East, Montana Principal Meridian.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and residue, remainders and remainder, rents, issues and profits thereof. To Have and to Hold, All and singular, the above mentioned and described premises, together with the appurtenances, unto the said part... of the second part and to his heirs and assigns forever. And the said part Y of the first part and her heirs, the said premises, in the quiet and peaceable possession of the said part X of the second part... heirs and assigns, against the said part Y of the first part and her heirs and assigns, against all and every person and persons whatsoever, lawfully claiming or to claim the same, shall and well warrant and by these presents ever defend.

In Witness Whereof, The said part Y of the first part has hereunto set her hand and seal this day and year first above written.

WITNESSES: Grace N. Goff) Nellie S. Brown (SEAL)) (SEAL)

STATE OF Vermont) ss. County of Franklin) On this twenty-third day of March in the year 1917 before me, Laura V. Marvin a Notary Public in and for said State, personally appeared Nellie S. Brown, a widow xxx known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate set forth above written. Laura V. Marvin Vermont Notary Public for said State of xxx My commission expires February 1, 1919 Residing at Richford, Vermont

Filed for record this 26th day of June A. D. 1917 at 4:37 o'clock P. M. By Curtis J. Davis Deputy Recorder F. E. Williams County Recorder

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beginning, containing an area of Five (5.00) acres, more or less----- It is further Provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the same shall revert to the state upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Register of State Lands, and the Great seal of the State, and the Seal of the State Board of Land Commissioners to be herewith affixed this 24th day of April, A.D. 1917.



S. V. Stewart

Governor of the State of Montana.

Attest:

C. T. Stewart, Secretary of State.

Countersigned by

Sidney Miller, Register of State Lands.

Filed for record the 12th day of May, A.D. 1917 at 2:18 o'clock, P.M.

By M. C. Stolt, Deputy.

F. E. Williams, County Recorder.

92734

C.M. DOW, ET AL

TO

CONTRACT

O. KING GRINSTAD, ET AL

THIS AGREEMENT, Made and entered into this 26th day of April, 1917, by and between C. M. DOW and SANFORD P. STARKS, both unmarried men of Madison, Wisconsin, parties of the first part and O. KING GRINSTAD, ROCKWOOD BROWN, THEODORE HUGGER AND C. W. BOWEN, of Billings, Montana, parties of the second part,

WITNESSETH: That whereas, the parties of the first part are now the owners in fee of the following described lands and premises, to-wit: The South Half (S $\frac{1}{2}$) of Section Thirty-Five (35), Township One North, Range Twenty-nine (29) East, containing 320 acres; Section One (1) containing 815.28 acres; Section Two containing 816.84^{acres}, Section Eleven (11) containing 640 acres and Section Twelve (12) containing 640 acres, all in Township One (1) South, Range Twenty-nine (29) East, all of which is located in Yellowstone County, Montana; and Lots Two (2), Three (3) Four (4) and Six (6), in Section Two (2), containing 169.77 acres; and Lots One (1) to Twelve (12) inclusive, in Section Three (3) containing 493.84 acres; Section Four (4) containing 814.46 acres, Section Five (5) containing 814.56 acres, Section Six (6) containing 781.52 acres; Section Seven (7) containing 614.80^{acres}, Section Eight (8) containing 640 acres, and the North Half (N $\frac{1}{2}$) of Section Eighteen (18) containing 367.74 acres, all in Township One (1) South Range Thirty (30) East, all being in Big Horn County, Montana, containing in the aggregate 7,868.75 acres. And whereas, the parties of the second part herein are desirous of purchasing the above described lands and premises; Now Therefore, in consideration of the sum of Eleven Thousand Eight Hundred Three & 12/100 (\$11,803.12) in hand paid by the said parties of the second part to the said parties of the first part, the receipt whereof is hereby confessed and acknowledged, and the other payments to be made as hereinafter specified, and the performance of the terms, covenants and conditions set forth and contained, to be kept and performed by the said parties of the second part; it is mutually understood and agreed, as follows, to-wit:

I- That the said parties of the first part will, by a good and sufficient warranty deed, subject to the conditions hereinafter stated, and excepting therefrom the reservations made in the patents from the United States Government, deed the above and foregoing described lands and premises to the parties of the second part, and when so deeded will deliver said

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warranty deed properly signed and acknowledged to The Montana National Bank of Billings, Montana, to be held by the said bank in accordance with the terms and conditions of this agreement.

II- That the purchase price of the above described lands is to be at the rate of Ten and 50/100 Dollars (\$10.50) per acre, and that in addition to the payment of the sum of Eleven Thousand Eight Hundred Three & 12/100 (\$11,803.12) paid on this day the said parties of the second part hereby agree to pay for the said lands and premises, and for all the right, title, interest and estate of the said parties of the first part in and to the same, the further sum of Seventy Thousand Eight Hundred Eighteen & 75/100 (\$70,818.75), said sum to be paid in the manner following, to-wit:

\$ 3,934.37 on or before the 26th day of July, 1917.
\$11,147.39 on or before the 26th day of April, 1918.
\$11,147.39 on or before the 26th day of April, 1919.
\$11,147.39 on or before the 26th day of April, 1920.
\$11,147.39 on or before the 26th day of April, 1921.
\$11,147.39 on or before the 26th day of April, 1922.
\$11,147.43 on or before the 26th day of April, 1923.

With interest at six per cent per annum to become due and payable on the said payment of Three Thousand Nine Hundred Thirty-four & 37/100 Dollars (\$3,934.37) on or before the 26th day of July, 1917, and the interest on the balance to become due and payable on the 26th day of April, 1918, and said interest to be payable annually thereafter; and to pay one half of all taxes, assessments or impositions that are now or may be legally levied against the above described premises subsequent to the year 1916, and in case of the failure of said parties of the second part hereof, to make any of the payments or interest thereon or any part thereof, or perform any of the covenants on their part hereto made and entered into, then the whole of the payments and interest shall, at the option of the said first parties become immediately due and payable, and this contract shall be forfeited and determined by giving to said second parties thirty days notice in writing of the intention of said first parties to cancel and determine this contract, setting forth in said notice the amount due upon said contract and the time and place, when and where payment can be made by said second parties.

III- That thirty days is a reasonable and sufficient notice to be so given to said second parties, in case of failure to perform any of the covenants on their part hereby made and entered into, and shall be sufficient to cancel all obligations hereunto, on the part of the first parties, and fully re-invest them with all right, title and interest herein agreed to be conveyed, the parties of the second part shall forfeit all payments made by them on this contract, and their right, title and interest in all buildings, fences or other improvements whatever, and such payments and improvements shall be retained by the said parties of the first part in full satisfaction, and in liquidation of all damages by it sustained, and it shall have the right to re-enter and take possession of the premises aforesaid.

IV- That in the event of the failure of the parties of the second part to make the payments hereinbefore agreed to be paid, and after receiving the notice of default in making said payments as hereinbefore specified, that after said time has elapsed, then and in that event the said first parties shall be entitled to said premises and this contract from that time shall be no longer binding upon the parties hereto, and the obligations herein imposed upon the parties hereto shall be of no force and effect, and the said Bank shall thereupon deliver to the said parties of the first part the said warranty deed.

V- Said party of the first part hereby agrees to deliver said warranty deed upon the execution of this agreement to the said bank, and said bank is to retain said warranty deed and is to deliver the same to the parties of the second part when all the covenants, conditions, agreements and payments have been kept, performed and paid by the parties of the second part hereto.

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VI- That the covenants and agreements herein contained shall run with the land and extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto, and this agreement shall be executed in triplicate, the original to be retained by the parties of the second part hereto and a copy to be retained by the parties of the first part and a copy shall be deposited with the Montana National Bank at Billings, Montana.

VII- When the parties of the second part herein have made all the payments to be made by them under this agreement, and kept and performed all the terms and conditions herein contained to be kept and performed by them, then they shall receive said Warranty deed to said premises, which deed shall convey said premises free and clear of all liens, assessments impositions and incumbrances, except those suffered or permitted to become a lien upon said premises by the act of the second parties herein.

VIII- That the said parties of the first part hereby agree as part consideration for this contract, to furnish to the parties of the second part an abstract of title, free of charge, to the above and foregoing premises, showing fee simple title free of all liens and incumbrances in the parties of the first part, which abstract is to be delivered to the parties of the second part before the next payment is made.

IX- That immediate possession is hereby given to the parties of the second part of all and entire part and parcel of said premises including the fences which may be on said place or around the same.

X- Said second parties agree that within thirty days they will submit to the parties of the first part the price they want placed on each half section of the premises here purchased at which time said first parties will agree to enter into an agreement to release any half section of said premises after the payment, due April 26, 1918, has been made, providing full payment is made for same at price agreed upon.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Parties of the First Part.

{ C. M. Dow
{ Sanford P. Starks

Parties of the Second part.

{ O. King Grimstad
{ Theodore Dugger
{ C. W. Bowen
{ Rockwood Brown

State of Montana :
: ss.
County of Yellowstone :

On this 26th day of April, 1917, before me, S.D. Macdonald, a Notary Public for the State of Montana, personally appeared C. M. Dow, Sanford P. Starks, both unmarried, O. King Grimstad, Rockwood Brown, Theodore Dugger and C. W. Bowen, known to me to be the persons whose names are subscribed to the foregoing instrument as the parties of the first and second part thereto and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



S. D. Macdonald
Notary Public for the State of Montana.
Residing at Billings, Montana.
My Commission expires, Sept. 5, 1917.

Filed for record the 12th day of May, A.D. 1917 at 4:03 o'clock, P.M.

By E. H. Sackett, Deputy.

F. E. Williams, County Recorder.

448
Deed Record No. 80, Yellowstone County, Montana

150331

E. M. BIRBY, SHERIFF

TO

SHERIFF'S DEED.

ROCKWOOD BROWN.

(\$4.00 U. S. Documentary Internal Revenue Stamps attached and cancelled)

THIS INDENTURE made this 30th day of January in the year of our Lord one thousand nine hundred and twenty-two BETWEEN E. M. Birby as Sheriff of the said County of Yellowstone, State of Montana, the party of the first part, and Rockwood Brown the party of the second part, WITNESSETH:

WHEREAS, In and by a certain judgment or decree, rendered by the District Court of the said County of Yellowstone, State of Montana, on the 23d day of December A. D. 1920 and entered on the 23d day of December A. D. 1920, in a certain action then pending in said Court, wherein Cora DeLew, Plaintiff, versus Fleming W. Robb and Bess M. Robb, his wife, Sam Side, a single man, M. A. Wallie and H. R. Wallie his wife, J. B. Bishop and Nina E. Bishop, his wife, The Merchants National Bank of Billings, Montana, a national banking corporation, and T. F. Danaher, defendants, and of which said judgment or decree a certified copy was delivered to said party of the first part, as such Sheriff for execution, it was among other things ordered, adjudged and decreed, that all and singular, the mortgaged premises described in the complaint in said action, and specifically described in said judgment or decree, be sold at public auction by the Sheriff of the said County of Yellowstone in the manner required by law, and according to the course and practice of said Court; that such sale be made at public auction at the front door of the Court House, in the City of Billings, County of Yellowstone, State of Montana. That any of the parties to said action might become the purchasers at such sale, and that said Sheriff execute the usual certificate and deeds to the purchaser or purchasers as required by law;

AND WHEREAS, The said Sheriff did, at the hour of ten o'clock A. M., on the 31st day of January A. D. 1921, after due public notice had been given as required by the laws of this State, and the course and practice of said Court, duly sell, at public auction, in front of the Court House door in the said County of Yellowstone, agreeably to the said judgment or decree and the provisions of law, the premises in the said decree or judgment mentioned, at which sale the premises in said judgment or decree, and hereinafter described, were fairly struck off to Cora De Lew for the sum of Thirty-nine Hundred Ninety-four and 20/100 Dollars lawful money of the United States, the said Cora De Lew being the highest bidder, and that being the highest sum bid for the same;

AND WHEREAS, The said Cora De Lew thereupon paid to the said Sheriff the said Sheriff the said sum of money, so bid by Cora De Lew

AND WHEREAS, The said Sheriff thereupon made and issued the usual certificate in duplicate of the said sale in due form of law and delivered one thereof to the said Cora De Lew and caused the other to be filed in the office of the County Recorder of said County of Yellowstone, Montana.

AND WHEREAS, more than twelve months have elapsed since the date of said sale, and no redemption has been made of the premises so sold as aforesaid, by or on behalf of the said judgment debtor, the said Defendants Fleming W. Robb and Bess M. Robb, his wife, or by, or on behalf of any other person

AND WHEREAS, the said Cora De Lew did, on the 25th day of February, 1921, duly assign, transfer and set over in due and lawful form to the said Rockwood Brown, party of the second part herein, said certificate of sale and all her right, title and interest therein, and thereby authorized him to receive this deed from the Sheriff, of said County

8

[Handwritten initials]
[Handwritten initials]

of Yellowstone:

NOW THIS INSTRUMENT WITNESSETH, That the said party of the first part, the said E. M. Birely as Sheriff, in order to carry into effect the sale so made by him as aforesaid, in pursuance of said judgment or decree, and in conformity to the Statute in such case made and provided, and also in consideration of the premises and of the said sum of Thirty-nine Hundred Ninety-four and 20/100 (\$3994.20) Dollars so bidden and paid to him by the said purchaser the said Rookwood Bros., the said party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey unto the said part, of the second part, and to his heirs and assigns, forever, all that certain lot, piece or parcel of land, situate lying and being in the said County of Yellowstone, State of Montana, and bounded and particularly described as follows, to-wit: The North Half of the Northwest Quarter (1/2 NW 1/4) of Section Thirty-two (32), Township One (1) North, Range Twenty-five (25) East, Montana Principal Meridian.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto unto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

TO HAVE AND TO HOLD, all and singular the premises above mentioned and described, and hereby conveyed, or intended so to be, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part to these presents, Sheriff as aforesaid, hath hereunto set his hand and seal the day and year first above written.

Witness of Signature:

E. M. Birely, (Seal)

W. A. Combs

Sheriff of the said County of Yellowstone, State of Montana.

State of Montana, }
County of Yellowstone, } SS

On this 30th day of January nineteen hundred and twenty-two before me William A. Combs a Notary Public in and for said Yellowstone County, Personally appeared E. M. Birely as Sheriff as-Sheriff of the said County of Yellowstone, State of Montana, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he is such Sheriff aforesaid, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



William A. Combs.

Notary Public for the State of Montana,
Residing at Billings, Montana,
My Commission expires June 15, 1924.

Filed for record on this 31st day of January, A. D. 1922, at 1:04 o'clock P. M.

Verne Johnson, County Recorder.

156251

W. LEE DUNCAN ET UX

TO

CONTRACT FOR DEED.

FLORA E. TRUMB

THIS AGREEMENT, Made and entered into this twenty-seventh day of September A. D. 1920 by and between W. Lee Duncan and S. Jennie Duncan, his wife of the County of Yellowstone and State of Montana, parties of the first part, and Flora E. Trumb of the County of Yellowstone and State of Montana, party of the second part.

WITNESSETH, That if the said party of the second part shall first make the payments

Deed Record No. 119, Yellowstone County, Montana

9

STATE OF MONTANA, }
County of Yellowstone. } SS

On this 21st day of September in the year 1925, before me Edwin L. Penton, a Notary Public in and for said State, personally appeared Veronica Mazzanti, a widow, by her Attorney Leone Mazzanti, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he signed the name of Veronica Mazzanti, thereto as principal and his own name as attorney in fact for said Veronica Mazzanti.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Edwin L. Penton,
Notary Public for said State of Montana,
Residing at Laurel, Mont.
My Commission expires May 22 - 1927.

Filed for record this 30th day of September, A. D. 1925 at 2:44 o'clock P. M.

B. K. Farrell, Deputy

Verne Johnson, County Recorder

196933

DENNIS M. DANIEL, ET UX
TO
HENRY FRAHM

WARRANTY DEED

THIS INDENTURE, Made the eighth day of September in the year of our Lord one thousand nine hundred and twenty-five (1925) BETWEEN Dennis M. Daniel and Jessie Daniel, his wife, of Custer, Montana, the parties of the first part, and Henry Frahm, of the same place the party of the second part;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of seventy-five Dollars currency of the United States of America, to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, the following described real estate, lying and being situate in the County of Yellowstone, in the State of Montana, and more particularly described as follows, to-wit: All of lots numbered seventeen (17) and eighteen (18) in block numbered nine (9) in the townsite of Custer, according to the official plat of the said Townsite on file and of record in the office of the Clerk and Recorder of said Yellowstone County, Montana.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and assigns, or to claim the same, shall and will warrant and by these presents ever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Dennis M. Daniel (Seal)

Jessie Daniel (Seal)

Witnesses:

STATE OF MONTANA,

COUNTY OF YELLOWSTONE. SS

Deed Record No. 119, Yellowstone County, Montana

557

9a

On this 10th day of September in the year 1925, before me R. A. Sharp, a Notary Public in and for said State, personally appeared Dennis M. Daniel and Jessie Daniel his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

R. A. Sharp,

Notary Public for said State of Montana.
Residing at Custer, Montana.
My Commission expires March 10, 1927.



Filed for record this 1st day of October, A. D. 1925 at 9:10 o'clock A. M.

Verne Johnson, County Recorder

196935

W. E. NORMAN, ET UX
TO
H. S. FLATT

WARRANTY DEED

(Eighty cents U. S. Internal Revenue Documentary Stamps attached and cancelled)

THIS INDENTURE, Made the 2nd day of March in the year of our Lord one thousand nine hundred and twenty five BETWEEN W. E. Norman and Mary A. Norman, his wife, of Billings Montana, parties of the first part, and H.S.Flatt of Hyslum, Montana, the party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Exchange of properties and one Dollar, currency of the United States of America, to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, the following described real estate, lying and being situate in the County of Yellowstone, in the State of Montana, and more particularly described as follows, to-wit: Begining at a point on the East line of section thirty one in township one north of range twenty six East of the M. P. M. 540 feet due North of the SE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 31, Township one north of range 26 E thence West 330' in line at right angles with line running north and south hereinbefore described, thence south 125 feet, thence East 330 feet to the East line of said NE $\frac{1}{4}$ of said section 31, thence north a distance of 125 feet to the place of begining. Together with 1/51 of 1 cubic foot of water from the Billings Bench Water Association. This Deed made subject to \$11,000.00 and interest thereon from and after November 5th, 1924. TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will Warrant and by these presents ever Defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

W. E. Norman (Seal)

Mary A. Norman (Seal)

Witnesses:

Deed Record No. 124, Yellowstone County, Montana

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Lloyd Lipp,
Notary Public for the State of Montana,
residing at Billings, Montana.
My Commission expires on the 19th day
of July 1928.

Filed for record this 7th day of June, A. D. 1926 at 3:30 o'clock P. M.

D. G. Backhoff, Deputy

Verna Johnson, County Recorder

204909
RUSSELL SAGE, SHERIFF
TO
ROCKWOOD BROWN

SHERIFF'S DEED

THIS INDENTURE, Made this 4th day of June in the year of our Lord one thousand nine hundred and twenty six BETWEEN Russell Sage, as Sheriff of the County of Yellowstone, State of Montana, the party of the first part, and Rockwood Brown, the party of the second part, WITNESSETH: Whereas, In and by a certain judgment or decree, rendered and entered by the District Court of the said County of Yellowstone, State of Montana, on the 10th day of September A. D. 1924, in a certain action then pending in said Court, wherein Blanche Mc N. Ragsdale, was plaintiff and Nettie R. Tompkins, and Arthur C. Tompkins, her husband, were defendants, and of which said judgment or decree a certified copy was delivered to the Sheriff of Yellowstone County, Montana, for execution, it was among other things ordered, adjudged and decreed, that all and singular the mortgaged premises described in the complaint in said action, and specifically described in said judgment or decree, be sold at public auction by the Sheriff of the said County of Yellowstone, in the manner required by law, and according to the course and practice of said Court; that such sale be made at public auction at the front door of the Court House, in the City of Billings, County of Yellowstone, State of Montana. That any of the parties to said action might become the purchasers at such sale, and that said Sheriff execute the usual certificate and deeds to the purchaser or purchasers as required by law; AND WHEREAS, The said Sheriff, did, at the hour of ten o'clock A. M. on the 4th day of October A. D. 1924, after due public notice had been given, as required by the laws of this State, and the course and practice of said court, duly sell, at public auction, in front of the Court House door in the said County of Yellowstone, agreeably to the said judgment or decree, and the provisions of law, the premises in the said decree or judgment mentioned, at which sale the premises in said judgment or decree, and hereinafter described, were fairly struck off to Blanche Mc N. Ragsdale, for the sum of Three Thousand Nine hundred ten and 65/100 Dollars, lawful money of the United States, the said purchaser being the highest bidder, and that being the highest sum bidden for the same:

AND WHEREAS, The said purchaser thereupon paid to the said Sheriff the said sum of money, so bid by her.

AND WHEREAS, The said Sheriff thereupon made and issued the usual certificate in duplicate of the said sale in due form of law and delivered one thereof to the said purchaser and caused the other to be filed in the office of the County Recorder of said County of Yellowstone, Montana.

AND WHEREAS, more than one year has elapsed since the date of said sale, and no redemption has been made of the premises so sold as aforesaid, by or on behalf of the said judgment debtor, the said Defendants, or by or on behalf of any other person.

AND WHEREAS, the said Blanche Mc N. Ragsdale, has filed in the office of the County Clerk and Recorder of Yellowstone County, Montana, an assignment of all her right, title, and interest of the said property so sold to her to one, Rockwood Brown.

Deed Record No. 124, Yellowstone County, Montana

10a

NOW THIS INDENTURE WITNESSETH, That the said party of the first part, the said Sheriff, in order to carry into effect the sale so made as aforesaid, in pursuance of said judgment or decree, and in conformity to the Statute in such case made and provided, and also in consideration of the premises and of the said sum of Three Thousand Nine hundred ten and 65/100 Dollars, so hidden and paid by the said purchaser, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land, situate, lying and being in the said County of Yellowstone, State of Montana, and bounded and particularly described as follows, to-wit: Lots seven (7) and eight (8) Block numbered fifty five (55) Original Town (now City) of Billings, Yellowstone County, State of Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder in and for said County and State;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the premises above mentioned and described, and hereby conveyed, or intended so to be, together with the appurtenances unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part to these presents, Sheriff as aforesaid, hath hereunto set his hand and seal the day and year first above written.

Witness of Signature:
Edna Decker
STATE OF MONTANA,

Russell Sage (Seal)
Sheriff of the said County of Yellowstone,
State of Montana.

ss On this 4th day of June nineteen hundred and twenty six before the undersigned, a Notary Public in and for said State of Montana, personally appeared Russell Sage, as Sheriff of the said County of Yellowstone, State of Montana, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he, as such Sheriff aforesaid, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



R.W. Stone,
Notary Public for the State of Montana.
Residing at Billings, Montana.
My Commission expires January 24, 1927.

Filed for record this 8th day of June, A. D. 1926 at 10:16 o'clock A. M.
B. K. Farrell, Deputy Verne Johnson, County Recorder

204910
ROCKWOOD BROWN, ET UX
TO
NETTIE TOMPKINS

QUIT CLAIM DEED

THIS INDENTURE, Made the 7th day of June in the year of our Lord one thousand nine hundred and twenty six between Rockwood Brown and Elizabeth H. Brown, his wife, the parties of the first part, and Nettie Tompkins, the party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of one dollar dollar (\$1.00) to the parties of the first part in hand paid by the said party of the second part, the receipt of which is hereby acknowledged; do hereby convey, remise, release and forever quitclaim unto the said party of the second part, and to her

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Warranty Deed Record No. 82, Yellowstone County, Montana

144119

This Indenture, Made the 27th day of October 1915 of our said and pleasant

now lawful and innocent first BETWEEN Raymond Brown, the party of the first part, and Elizabeth H. Brown

both of Yellowstone County, Montana, the part I of the second part,

WITNESSETH, That the said part I of the first part for and in consideration of the sum of One and no/100 DOLLARS

current of the United States of America, to him in hand paid by the said part I of the second part, the receipt of which is hereby acknowledged, do hereby give, bargain, sell, convey and confirm unto the said part I of the second part, and to his heirs, and assigns forever, the following described real estate, lying and being situate in the County of Yellowstone, in the State of Montana, and more particularly described as follows, to-wit:

all of Lots Thirty-nine (39) and Forty (40) in Block Sixteen (16) of North Division Subdivision of the City of Billings, Montana, according to the official plat thereof now on file and of record in the office of the County Clerk and Recorder in and for said County and State.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereto in anywise appertaining, and the revenues and profits, rents, and emoluments, now, then and hereafter to be received and to be received.

To Have and to Hold. All and singular the above mentioned and described premises, together with the appurtenances, unto the said part I of the second part and to his heirs and assigns forever. And the said part I of the first part and his heirs, the said part I of the second part, in the quiet and peaceable possession of the said part I of the second part, his heirs and assigns, against the said part I of the first part and his heirs and assigns, against all and every person and persons whatsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents ever defend.

In Witness Whereof, The said part I of the first part do hereby set hand and seal the day and year first above written.

WITNESSES:

_____ } Raymond Brown (SEAL)
_____ } _____ (SEAL)

STATE OF MONTANA }
County of Yellowstone }

On this 27th day of October in the year 1915, before me, William Callaghan, a Notary Public in and for said State, personally appeared

Raymond Brown and _____, the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

My commission expires 2ND. 11. 1917.
Filed for record this 27th day of October A. D. 1915 at BILLINGS in the County of Yellowstone.

By Wm. Callaghan Notary Public for said State of Montana.
By Wm. Callaghan County Recorder.