

WARRANTY DEED

THIS INDENTURE, Made this 3rd day of September, in the year of our Lord One Thousand Nine Hundred and Fifty-three (A. D. 1953) BETWEEN OVERLAND CEMENT PLASTER COMPANY, a corporation formed and existing under the laws of the State of Wyoming, of the County of Albany, and State of Wyoming of the first part, and HERBERT A. YODEKE and DAGNEY A. YODEKE, husband and wife, and the survivor of them, as tenants by entireties of Laramie, of the County of Albany, and State of Wyoming of the second part:

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, to the said part Y of the first part, in hand paid by the said part LES of the second part, the receipt whereof is hereby confessed and acknowledged, ha S granted, bargained, sold and conveyed, and by these presents do ES grant, bargain, sell, convey and confirm unto the said part LES of the second part, Their heirs and assigns FOREVER.

all the following described lot..... or parcel..... of land, situate, lying and being in the County of Albany, and State of Wyoming, to-wit:

All of Lot Two (2) in Block One (1) of the Overland Addition to the City of Laramie, as said lot and block are laid down and described on the Plat of said Block of said Addition on file and of record in the office of the County Clerk and Ex-Officio Register of Deeds of said County, together with all improvements and appurtenances situate thereon or appertaining thereto; BUT SUBJECT TO THE FOLLOWING RESTRICTIVE AND

PROTECTIVE COVENANTS APPLYING TO BLOCKS ONE (1), TWO (2), THREE (3), LOTS (1) TO FOUR(4), INCLUSIVE IN BLOCK FOUR (4), AND LOTS ONE (1) TO THIRTEEN (13) AND NINETEEN (19) TO TWENTY-NINE (29) INCLUSIVE IN BLOCK FIVE (5) OF OVERLAND ADDITION TO THE CITY OF LARAMIE, WYOMING.

- (a) No structure shall be erected, altered, placed or permitted to remain on any platted lot other than one residential building containing not more than four (4) self-contained housekeeping units or apartments, and not to exceed two stories in height and outbuildings incidental to the use and occupancy of the property for residential purposes.
- (b) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (c) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (d) No dwelling costing less than \$5000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of porches and garages shall be not less than 725 square feet in the case of a one-story structure nor less than 600 square feet in the case of a dwelling of more than one story.

(e) No horses, cattle, pigs, sheep, goats or other animals may be kept on any lot in this tract except household pets.

(f) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1st, 1975, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in said Overland Addition it is agreed to change the said covenants in whole or in part.

(g) If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said Overland Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(h) Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, including the release and waiver of the right of homestead, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part.

their heirs and assigns FOREVER.

And the said party of the first part, for itself and its legal representatives, do covenant and agree, to and with the said parties of the second part,

their heirs and assigns, that at the ensembling and delivery of these presents

it is well seized of the said granted premises, in and of a good and indefeasible estate in fee simple.

And that it has good and lawful right to sell and convey the same, and that

it will WARRANT AND DEFEND the same against all lawful claims and demands whatsoever.

except taxes for the year 1950 and succeeding years, which parties of the second part assume and agree to pay.



And for the consideration aforesaid, I, the said

wife of the said

do hereby relinquish and release unto the said party of the second part, and assigns forever, all my Rights, and including the release and waiver of the right of Homestead, and all of my rights whatsoever, of, in and to the aforegranted premises.

IN WITNESS WHEREOF, The said party of the first part has caused these presents

to be executed by its President, attested by its Secretary and its corporate seal hereunto affixed the day and year first above written.

Signed, Sealed and Delivered in Presence of *David H. Hitchcock*

OVERLAND CEMENT PLASTER COMPANY, [SEAL.]
By: *J. J. Sunday* [SEAL.]
President
Attest: *W. E. Corbett* [SEAL.]
Secretary

THE STATE OF WYOMING,

COUNTY OF

ss.

I, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person... whose name..... subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that..... signed, sealed and delivered the said instrument as..... free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of..... rights of homestead in and to the property therein described.

And I further certify that..... wife of the said..... while separate and apart from her said husband, was by me fully apprised of her right and the effect of signing and acknowledging said instrument, the contents and nature of which were explained to her by me, and thereupon, while so separate and apart from her said husband, and out of his hearing, she signed and acknowledged said instrument, and acknowledged to me that she released and waived her right of homestead, in and to said property, and also signed and acknowledged said instrument freely and voluntarily, for the uses and purposes therein set forth.

Given under my hand and notarial seal this..... day of....., A. D. 19.....

Notary Public.

My commission expires.....

STATE OF WYOMING)
: SS
COUNTY OF ALBANY)

On this 3rd day of September, 1953, before me appeared L. J. Holliday and M. E. Corthell, the President and Secretary respectively of Overland Cement Plaster Company, a corporation formed and existing under the laws of the State of Wyoming, who being by me duly sworn each for himself and not one for the other, did say that they are respectively the President and Secretary of Overland Cement Plaster Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Directors, and said President and Secretary acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 3rd day of September, 1953.

My commission expires:

June 20, 1957.

David N. Hitchcock
Notary Public

