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WARRANTY DEED WITH RELEASE OF HOMESTEAD

R. P. McCann and Anna I. McCann, husband and wife,

grantor &, of Cheyenne, Laramie County, and State of Wyoming, for and in consideration of other valuable consideration and Ten and 00/100 DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO Will M. Herhan,

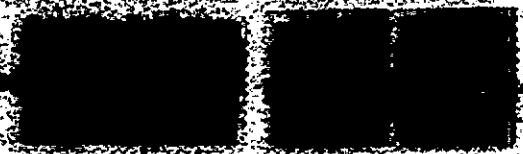
grantee, of Cheyenne, Laramie County and State of Wyoming, the following described real estate, situate in Laramie County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State,

to-wit: The Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section Thirty-four, Township Fourteen North, Range Sixty-six West of the Sixth Principal Meridian, but subject always to a right-of-way twenty-five feet in width on all sides of said tract, said right-of-way being excepted and reserved for streets for the benefit of said property and of all other property adjacent thereto.

This property is also conveyed subject to the following provisions and restrictions which shall run with the title and be a part of each conveyance of said property or of any part thereof, hereafter made, to-wit:

1. Neither said grantee nor his heirs, executors administrators, legal representatives or assigns shall construct any residence building upon said premises of less than four rooms, modern in construction and constructed in a good and workmanlike manner.

2. Neither said grantee nor his heirs, executors, administrators, legal representatives or assigns shall permit any of said premises to be used for a gravel pit, hog lot or hog ranch, junk yard or any other kind of business or use which may be detrimental to the use of said premises for residential purposes, provided, that these restrictions shall not prevent any of the parties herein mentioned from keeping sufficient poultry on said premises to meet their own needs and requirements.



Witness their hands this 6th day of February, 1948.

Signed, Sealed and Delivered in Presence of [Signatures]

THE STATE OF WYOMING, County of Laramie, ) ss.

On this 6th day of February, 1948, before me personally appeared R. P. McCann and Anna I. McCann, husband and wife,

to me 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, the said wife having been by me first fully apprised of her right and the effect of signing and acknowledging the said instrument.



Given under my hand and Notarial seal, the day and year in this certificate first above written. [Signature]

Notary Public.

My commission expires on the 1st day of December, A. D. 1949.

RECORDED DEC 10 1952 AT 4:31 P.M. O'CLOCK

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RECEPTION No. 617760 LIMITED & COFF. RECORDS  
WARRANTY DEED

BOOK 52

R. P. McCann and Anna I. McCann, husband and wife, of Cheyenne, Wyoming,  
Grantors, for and in consideration of other valuable consideration and \$10.00  
in hand paid, convey and warrant to Interstate Moving and Storage Company, a  
Wyoming Corporation, Grantee, the following described real estate situate in the  
County of Laramie, State of Wyoming, to-wit:

All of the Northwest Quarter of the Southeast Quarter of the North-  
west Quarter (NW<sup>1</sup>SE<sup>1</sup>SW<sup>1</sup>Q<sup>1</sup>) and all of the Southwest Quarter of the  
Southeast Quarter of the Northwest Quarter (SW<sup>1</sup>SE<sup>1</sup>SW<sup>1</sup>Q<sup>1</sup>) of Section  
Thirty-four (34), Township Fourteen (14) North, Range Sixty-six  
(66) West of the 6th P.M. lying north of the right-of-way of the  
Lincoln Highway (U.S. 30) and containing 8.08 acres more or less,  
but subject always to the public highway abutting thereon which  
is already established, and also subject to a right-of-way 25 feet  
in width on the north, east, and west sides of said tract which is  
reserved for street or road purposes, and each and all of the said  
rights-of-way are excepted and reserved for street, streets, and  
roads for the benefit of said property and all other property ad-  
jacent thereto and in the vicinity thereof.

This property is also subject to the conditions and restrictions which shall  
apply to the premises hereby conveyed and to other property lying adjacent thereto  
to which belongs to the Grantors or either of them, that is to say, that neither  
of the parties to this Deed nor their heirs, executors, or assigns shall construct  
any residence building upon said premises of less than five rooms where such  
residence faces on Lincoln Highway, and any such building shall be modern in  
construction and shall be constructed in a good and workmanlike manner, and pro-  
vided further, that any residence building constructed on said premises which  
does not face upon Lincoln Highway shall contain not less than four rooms and  
shall be modern in construction and constructed in a good and workmanlike manner.

The said premises are granted subject to the further condition and restric-  
tion that neither the said Grantee nor its successors or assigns shall permit any of  
the premises hereby conveyed to be used for a gravel pit, hog lot or hog ranch,  
or junk yard or for any kind of business or use which may be detrimental to the  
use of the said premises or premises adjacent thereto as places of residence, pro-  
vided, however, that these restrictions shall not prevent any of the parties

herein mentioned from keeping poultry on the premises affected by this provision;  
and it is further provided that neither the Grantors nor the Grantee nor any of  
them shall sell, rent or lease said premises to or permit the same to be occupied  
by any person not of the Caucasian race.

The restrictions hereinbefore set forth shall be contained in any deed con-  
veying said premises or any part thereof to any other person or persons.

And the said R. P. McCann and Anna I. McCann hereby covenant with Interstate Moving and Storage Company that said Grantors are lawfully s of said premises; that they are free from encumbrances and they warrant title thereto against the lawful claims of all persons whomsoever except claiming a right to enforce the restrictions and conditions contained in deed, hereby releasing and waiving any and all rights under and by virtue of Homestead Exemption Laws of the State of Wyoming. The said Grantors also from their warranty herein any and all claims that may be asserted against premises for taxes heretofore accruing or hereafter accruing against said premises, and any liens thereon or claims against said property suffered incurred by said Grantee or by Arthur W. Stark and Jason E. Gardner, who their Contract to purchase said premises to said Grantee.

Dated this 9th day of December, 1952.

*R. P. McCann*

*Anna I. McCann*  
GRANTEES

THE STATE OF WYOMING )  
COUNTY OF LARAMIE ) ss

On this 9th day of December, 1952, before me personally appeared R. McCann and Anna I. McCann, husband and wife, to me known to be the persons scribed in and who executed the foregoing instrument and acknowledged that executed the same as their free act and deed, including the release and wa of the right of homestead, the said wife having been by me fully appraised right and the effect of signing and acknowledging the said instrument.

My commission expires: Nov 13, 1956

Given under my hand and notarial seal this 9th day of December, 1952

Notary Public

