

2. When the Vendee shall have paid the purchase price in full the Vendor shall execute and deliver a sufficient deed conveying and warranting said property to the Vendee, said deed to convey the Vendor's entire interest in and to the mineral estate and rights thereto, together with Vendor's entire interest in and to the surface rights, subject to only those reservations, restrictions and exceptions contained in United States Patents thereto.

3. Vendor will pay all taxes and assessments against the property described above for prior years and all of the taxes and assessments against said property. All expenses and charges of any kind incurred by Vendee or chargeable to the use and occupancy of the premises of Vendee, shall be paid by Vendee, and Vendee will not suffer or permit any liens or other charges to accrue against the property. Vendor may, at his election, pay any taxes or assessments upon the default and failure of Vendee to do so when due, and all such payments made by Vendor shall be added to the unpaid balance of the purchase price.

4. It is specifically agreed that time is of the essence of this Contract and that in the event that Vendee shall make default in any of the payments herein provided for, or any interest thereon, or any part thereof, then the Vendor may, at his option, declare this Contract and all rights of Vendee hereunder, terminated and forfeited, and may resume possession of the said property, together with all improvements and appurtenances thereon; and in such event all payments which may have been made by Vendee hereunder shall be taken to be the agreed and settled damages and compensation for use and occupancy of said premises by Vendee up to the time of such forfeiture and shall be retained by the Vendor.

5. In case an attorney is employed by the Vendor to enforce his rights hereunder, with or without suit, on account of default of the Vendee, the Vendee agrees to pay all court costs and to reimburse the Vendor for reasonable attorney's fees incurred thereby, not to exceed \$150.00.