

389

at any such sale. From the proceeds of any such sale, the Sellers shall deduct all expenses for retaking and selling said real property, including a reasonable attorney fee, and other expenses incurred, and apply the balance on the full unpaid amount still owing on this contract at the time of said sale. Any overplus shall be forthwith paid to the Purchasers, but if any deficiency shall remain after the exercise of the remedy herein provided, said Purchasers agree to pay the amount of said deficiency forthwith, and the Sellers shall have the right to collect the full amount of such deficiency from the Purchasers, together with a reasonable attorney fee and all costs incurred in connection with the collection of such deficiency, or

3. To treat this transaction as an unconditional sale, in which event all of the full unpaid balance then owing under this agreement, both principal and interest, shall immediately become due and payable, and to collect the full amount thereof, including a reasonable sum for attorney fees and court costs, from the Purchasers.

All of the parties hereto shall have the right to enforce the terms and conditions of this agreement by an action of specific performance.

If the Purchasers shall fail to carry out the terms and conditions of this agreement and the same is terminated in any manner herein provided for, said First National Bank of Pinedale, Wyoming, is hereby authorized and directed by the Purchasers to return said warranty deed and other instruments of transfer, together with said abstract of title, to the Sellers.

If conflicting demands are or may be made, or notices served upon the escrow holder, growing out of or relating to this escrow, the parties hereto expressly agree and consent that said escrow holder shall have the absolute right, at its election, to do either of the following things: Withhold and stop all further proceedings in, and performance of, this escrow and of all instructions herein, or file an action in inter-pleader and obtain an order from court, requiring the parties hereto to inter-plead