

178

without demand for performance, with or without notice to said Purchasers, as said Sellers shall elect, and upon such terms and in such manner as said Sellers may determine, said Sellers having the right to bid and purchase at any such sale. From the proceeds of any such sale, the Sellers shall deduct all expenses for re-taking 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 such 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 such 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

(3rd) To treat this transaction as an unconditional sale, in which event all of the full unpaid balance then owing under this assignment, 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.

The Sellers shall also have the right to enforce the terms and conditions of this agreement by an action of specific performance against the Purchasers.

The failure by the Sellers to exercise said option upon any one occasion shall not constitute a waiver of the right to exercise the same upon any subsequent default.

It is agreed by the Sellers that immediately upon the signing of this agreement, they shall execute a good and sufficient warranty deed in favor of the Purchasers as grantees, conveying the title to the above described real property, free and clear of all encumbrances, except as herein mentioned, and deliver the same, together with an abstract of title, covering said real property, brought