

attorney and in event title is found to be unmarketable Purchaser shall have the following options to which Seller agrees:

- (a) At the demand of the Purchaser, Seller shall quiet title of Seller in and to the above lands or to any part thereof the title to which is found to be unmarketable;
- (b) Rescind the agreement of the parties by restoring each party to his original position as held prior to the within agreement in which event Purchaser shall restore possession of said lands unto the Seller and Seller shall restore unto Purchaser all money paid hereunder and shall pay Purchaser's reasonable attorney fees and costs;
- (c) In the event Purchaser shall find title marketable and therefore acceptable, Purchaser shall notify Seller thereof by delivering the letter or written acceptance of title by the Purchaser setting forth said fact of acceptance; and Purchaser shall deliver abstract of title aforementioned to Seller whereupon Seller shall deliver said abstract of title to Rock Springs National Bank at Rock Springs, Wyoming, with the instructions for delivery of said abstract of title to Purchaser simultaneously with delivery of the warranty deed conveying the aforesaid lands unto Purchaser and to which deed reference is hereinabove made.

8.

Seller shall pay all 1969 taxes and assessments levied upon the aforesaid lands and all taxes and assessments levied for years prior thereto.