

find title unmarketable, then, and in that event, Seller agrees to return the down payment hereunder and the parties hereto expressly agree to rescind the within agreement; or in the alternative the Purchaser may waive defects in title and elect to proceed with the purchase herein provided, and further, and in that event, Seller agrees to do all things and matters necessary to make said title marketable, all at the expense of Seller; *V.L.L.* *383 9/8*

8.

Default in payment of the purchase price, and the interest thereon accruing, as hereinabove provided, and default in performance by Purchaser of any covenant herein contained and to be performed by the Purchaser, shall not terminate the within agreement nor rights of the Purchaser hereunder; but, in event of said default, the Seller shall have the option to terminate all rights of Purchaser hereunder after having given to Purchaser written notice of said defaults and thirty (30) days within which to make good said defaults. If Purchaser shall fail to make good said defaults after notice as aforesaid, the Seller may declare all rights of Purchaser hereunder terminated and ended forever and Seller shall be released thereby from all further obligations hereunder. Notice as aforesaid shall be placed in any United States post office with postage thereon prepaid and addressed to the Purchaser at the following address and in the following manner, to wit:

V. L. LOONEY
Pinedale
Wyoming 82941.

Purchaser agrees that his written receipt therefor upon any form provided by the United States Postal Service shall be conclusive proof of the giving of the aforesaid notice by Seller;