

the parties to receive the payments as they are made and disperse them as directed by seller and to deliver a deed to the buyer when all the payments required on his part have been made.

2. The buyer is entitled to possession of the described premises immediately.

3. The buyer is to have complete freedom of use for ingress and egress to and from his property over the said roadway retained by the seller.

4. Taxes on the land sold hereunder shall be prorated to April 1, 1971, with buyer paying all taxes accruing after that date and seller paying all taxes accruing prior to that date.

5. The buyer understands that the seller has leased the grass on the tract of land of which this 40 acres is a portion for the 1971 grazing season to Hod Sanders and that the buyer has the right to fence off his 40 acres if he desires at his own expense and the grass will then be used by whomever the buyer desires. In the event that the buyer does not section off his 40 acres from the rest of the tract, then the buyer agrees that he will make no claim against the seller for the grass that is used by seller's lessee on buyer's 40 acres.

6. It is understood and agreed that the buyer will establish the corners of the land purchased hereunder at his own expense.

7. It is understood that the seller will prepare the necessary contract, deeds and escrow instructions and place the same in the First National Bank of Pinedale after they have been signed and pay the escrow fee at said bank at seller's sole expense.

8. If the buyer fails to pay any such taxes, charges, assessments, or fails to pay any amount due upon or fails to perform any condition or covenant of any agreement for the sale required of buyer, seller shall have the right to procure the same, together with necessary costs and legal fees, and the amount