

National Bank of Pinedale, nor until its regular escrow fee and other costs shall have been fully paid, and all instruments deposited in escrow with it.

13. Seller and buyer, and each of them, promise to pay promptly, and to indemnify and hold harmless the First National Bank of Pinedale against all costs, damages, attorney's fees, expenses, and liabilities which, in good faith and without fault on its part, it may incur or sustain in connection with this agreement and in connection with any court action arising out of this agreement.

14. At the time the buyer has made all of the payments required on its part to be made the seller agrees to furnish to buyer an abstract of title showing marketable title to be in the seller.

15. Should buyer default in making any payment, or in fulfilling any obligation hereunder, seller may, either elect to bring an action against buyer for specific performance of this agreement, or enforce a forfeiture of the interest of the buyer, in any lawful manner, including but not limited to forfeiture by notice as provided in the escrow instructions or supplemental escrow instructions given to the First National Bank of Pinedale in connection with this transaction. In the event a forfeiture is enforced, buyer shall forfeit any and all rights and interests hereunder in and to such property and the appurtenances, and buyer shall surrender to seller, forthwith, peaceable possession of such property, and shall forfeit to seller, as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in such property. Neither the provisions of this paragraph nor the provisions of the escrow instructions herein referred to shall affect any other lawful right or remedy which seller may have against buyer.

16. Time is of the essence of this agreement.

17. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.