

6 pages 261

or a waiver of this non-waiver clause. Time is of the essence of this agreement.

AS IS CLAUSE

Buyer certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the property and opinion of the value thereof that no attempts have been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by seller or by any agent of seller; that no agreement or promise to alter or repair or improve said premises has been made by seller or by any agent of seller save and except that agreed to in this contract; that buyer take said property in the condition existing at the time of this agreement, save and except the hereinabove warranties by seller.

ATTORNEY'S FEES

In case suit or action is instituted to enforce any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings, and such sum as the court may adjudge as reasonable for the prevailing party's attorney fees connected with the trial and the appeal thereof.

ENTIRE AGREEMENT

This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the within described property, and supercedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the within described property is concerned.