

20827  
20899

The above remedies are not exclusive and the Vendor may use any and all remedies at law or in equity if Purchaser is in default.

Purchaser certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by Vendor or any agent of Vendor; that no agreement or promise to alter, repair or improve said premises has been made by Vendor or by any agent of Vendor; and that Purchaser takes said property and the improvements thereon in the condition existing at the time of this agreement.

Failure by Vendor at any time to require performance by Purchaser of any of the provisions hereof shall in no way affect Vendor's rights hereunder to enforce the same, nor shall any waiver by Vendor of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

In the event any party, which shall include assignees, heirs, administrators and executors shall institute and prevail in any action or suit for the enforcement of any of their rights hereunder, the party at fault will pay to the other party a reasonable attorney's fee on account thereof and attorney's fees or any appeal to any court shall be allowed to the party prevailing.

It at any time any portion of this agreement is declared void, voidable, illegal, unenforceable, or unconstitutional by any court, it shall not effect the validity of any other portion of this agreement and said portion shall be stricken from this agreement but the remaining agreement shall remain valid.