

violation. No waiver by either party or any breach of condition by the other party shall constitute or be construed as a waiver of any other condition or breach of condition, nor shall lapse of time after breach of condition before the aggrieved party shall exercise his option under this paragraph operate to defeat the right of the aggrieved party to declare this Agreement null and void.

17. In the event the Tenant shall continue to remain in and occupy said premises after the expiration of the term of this Agreement, such holding over shall not in any way be construed as a renewal or extension of the term of this Agreement, but such holding over shall constitute a tenancy from month to month only, but subject to all of the covenants and conditions of this Agreement, other than those relating to the term hereof, for which tenancy the Tenant agrees to pay to the Landlord as rental for said premises and/or liquidated damages the monthly rental rate then in effect immediately preceding such hold over period.

18. Landlord covenants and agrees that prior to November 2, 1984, Landlord will not sell, mortgage or otherwise convey, assign, or encumber any of the leased premises to any party whatsoever, except Landlord hereby reserves to himself the right prior to November 2, 1984, to sell a portion of the subject leased premises not to exceed 1.5 acres; which 1.5 acres or less would be located adjoining the approximate northwestern boundary

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