EIGHTH: That if such payments be made as are herein specified, this conveyance shall be void; but if the note herein described, or any part of the indebtedness secured by this mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option et any other time as to any past, present, or future default hereunder; and in case of default of päyment of any sum herein covenanted to be paid when due, the said party of the first part agrees to pay to the party of the second part interest at the rate of ten (10) per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

IN WITNESS MEREOF, The party of the first part has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereto affixed, the day and year first above mentioned.

THE H., J. GRIFFITH REALTY COMPANY 1. figuinist

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STATE OF TEXAS, DALLAS COUNTY, ss. BE IT REMEMBERED, That on this 22⁻¹² day of October, 1954, before me, the undersigned, a notary public in and for the County and State aforesaid, came <u>1.</u> President of The H. J. Griffith Realth Company, a corporation duly organized, incorporated and existing under