

12. Anything in this Agreement notwithstanding, no termination of this Agreement, for whatever reason, shall void or otherwise terminate the easement granted by Dr. Tiller to Dr. Leffert and described in Paragraph 1 above. Any expense for the maintenance of the eastern wall of the building located on Lot E, other than the expense otherwise provided for in this Agreement is the sole expense of Dr. Leffert, shall be shared jointly between the parties hereto.

13. Should either of the parties hereto breach or otherwise violate the terms and provisions of this Contract and Agreement, then the other party shall be entitled to all damages resulting therefrom and to all expenses, including reasonable attorney's fees, incurred in enforcing the terms, provisions and conditions of this Contract and Agreement.

14. This Agreement shall be non-assignable and shall be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Contract and Agreement to be executed this effective date and year first above written.

WITNESSES:

[Signature]
Linda F. Patterson

Thomas L. Tiller, Jr. (SEAL)
Dr. Thomas L. Tiller, Jr.

[Signature] (SEAL)
Dr. Fred Leffert

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Dr. Thomas L. Tiller, Jr. and Dr. Fred Leffert sign, seal and as their act and deed deliver the within

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