

10. The invalidity or unenforceability of any paragraph hereunder or any portion thereof shall not effect the validity and unenforceability of any other provision of this contract.

11. Any forbearance by Seller is exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right of remedy. All remedies provided hereunder are distinct and accumulative to any other right or remedy under this agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Additional Agreements: (If none write in "None")

It is understood that the final plat of Chanticleer Towns, Phase II has not yet been recorded. Additional easements for water, sewer or other utilities will be shown on the final plat. However, the size of the within lot shall not change and the size shall be the same as may appear on the preliminary plat.

IN WITNESS WHEREOF, the parties hereunder set their hands and seals this 30th day of June, 19 83.

IN THE PRESENCE OF:

Bruce Boyer  
Chap N Jordan

Bruce Boyer  
Chap N Jordan

COLLEGE PROPERTIES, INC.

BY: J. Gary Sullivan (SEAL)  
301 College Street  
Greenville, South Carolina 29601  
"SELLER"  
Eastco Development Corporation

BY: [Signature] (SEAL)  
\_\_\_\_\_  
(SEAL)

ADDRESS:

117 Pelham Road  
Durham, S. C.

"BUYER"

(CONTINUED ON NEXT PAGE)

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