

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 12th day of July, 19 83.

IN THE PRESENCE OF:

W. Lindsay Smith
Kathleen A. Steinbach

COLLEGE PROPERTIES, INC.

BY: D. Day Gilliam (SEAL)
301 College Street
Greenville, South Carolina 29601
"SELLER"

W. Lindsay Smith
Kathleen A. Steinbach

CUSTOM HOMES ASSOCIATES

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

ADDRESS:

"BUYER"

0349

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