

John D. Hollingsworth so much of the payments due under its note and mortgage as would be necessary to bring into compliance the payments due under the terms and conditions contained in the note and mortgage given by College Properties, Inc.

3. Nothing in the foregoing shall be construed as granting John D. Hollingsworth any right to accelerate the payments under his note and mortgage from College Properties, Inc., except as is provided for therein, nor shall John D. Hollingsworth's signature be required for Chanticleer Real Estate, Inc. to release any of the lots on the property described in Exhibit "B".

4. Chanticleer Real Estate, Inc. agrees not to assign its note and mortgage described above without the written consent of John D. Hollingsworth *WHICH SHALL NOT BE UNREASONABLY WITHHELD. JEN*

IN WITNESS WHEREOF, the parties hereto accept their hands and seals this 2nd day of March, 1983.

In the Presence of:

James C. Blakely Jr.
Brian H. McClellan

Chanticleer Real Estate, Inc.

By: *R. R. Hughes Sr.* (SEAL)

Its: *Pres.*

(CONTINUED ON NEXT PAGE)