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CLERK OF SUPERIOR COURT  
GREENVILLE, S. C.

STATE OF SOUTH CAROLINA)

MODIFICATION OF CONTRACT FOR SALE

COUNTY OF GREENVILLE)

AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is entered into this 21<sup>st</sup> day of January, 1976, by and between JACK E. SHAW, hereinafter referred to as "Seller" and BLACK CONSTRUCTION, hereinafter referred to as "Purchaser".

W I T N E S S E T H

On February 26, 1974, the Seller and one Donald M. Reeves and Don's Millworks entered into a "Contract for Sale and Purchase of Real Estate" and a copy of which is attached to and made a part of this agreement.

Subsequently, on the 21 day of January, 1976, prior to the execution of this contract, the Purchaser and Donald M. Reeves and Don's Millworks entered into an assignment agreement wherein Donald M. Reeves and Don's Millworks assigned all of its right, title and interest, if any, for a recited consideration to the Purchaser. Said Agreement is attached to and made a part of this Agreement. Seller consented to this assignment.

Subsequent to this assignment, the purchasers have faithfully performed the terms and conditions of the original "Contract for Sale and Purchase of Real Estate" which was the subject of the assignment; however, subsequent negotiations have modified certain provisions and terms of the contract and the "Contract for Sale and Purchase of Real Estate" is hereby amended to reflect these changes.

Delete the first sentence of the last paragraph on page 1 which reads as follows: "This contract to purchase shall continue in force and effect for a period of five (5) years and shall be concluded earlier only at the option of the Seller herein"; and, substitute in its place "This contract to purchase shall continue in force and effect for a period of five (5) years and shall be concluded earlier than the contract term at the option of the Purchaser."

On the second full paragraph on page 2 commencing with the word after the comma in the second line and delete the phrase reading "the purchaser shall pay to the seller as reimbursement the loan costs as reflected on the loan closing statement of the seller at the time the loan was procured" and substitute in its place "the purchaser agrees to pay a portion of the original

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