

ADDENDUM TO AGREEMENT between Bob Maxwell Builders, Inc., Seller, and Jerry B. Branch and Sara O. Branch, Purchasers, dated January 14, 1980 (hereinafter called the Agreement).

Sara O. Branch intends to obtain employment as soon as practicable after the execution of the Agreement and the Purchasers further intend to apply for permanent financing and close the transaction contemplated herein when such employment is obtained. In the event, however, that the Purchasers are unable to obtain such financing due to market or credit conditions, then and in such event, the Seller agrees to extend said contract for a period not to exceed thirty (30) additional months from the date such financing is disapproved. In consideration for such extension, the Purchasers shall pay Seller the sum of One Hundred Fifty and No/100 (\$150.00) Dollars per month which shall be in addition to all other payments called for under the Agreement and shall be applied against the balance due Seller on the purchase price. (Interest computed in monthly rental payments but unearned by reason of the application of such \$150.00 per month payments, shall be credited to Purchasers at closing.)

In the event of default by the Purchasers under the terms of the Agreement, as modified, the foregoing \$150.00 payments shall be forfeited to the Seller as liquidated damages, in addition to all other sums paid under the Agreement as set forth therein.

Notwithstanding anything contained herein to the contrary, in the event that Purchasers are still unable to obtain financing at the end of the thirty (30) month extension period, Seller, at its option, can declare this Agreement null and void, refund to the Purchasers the sum of Ten Thousand and No/100 (\$10,000.00) Dollars and Purchasers shall forthwith vacate the premises.

All other terms and conditions of the Agreement shall remain in full force and effect, except as modified herein.

In the presence of:

Charles E. McElroy
Sandra C. West

Charles E. McElroy
Sandra C. West

Jerry B. Branch
JERRY B. BRANCH

Sara O. Branch
SARA O. BRANCH

BOB MAXWELL BUILDERS, INC.

BY: C. A. Mays
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