

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE) LOAN MODIFICATION AND ASSUMPTION
) AGREEMENT

THIS AGREEMENT made this 25th day of April, 1975, between the CITIZENS & SOUTHERN NATIONAL BANK of South Carolina, hereinafter called the Mortgagee, and BUILDER MARTS OF AMERICA, INC., hereinafter called the Purchaser.

W I T N E S S E T H:

WHEREAS, the Mortgagee is the owner and holder of a promissory note dated January 11, 1974, executed by Jimmy J. Lindsey Real Estate, Inc., in the original amount of \$87,000.00 and secured by a mortgage covering certain lots in a subdivision known as SHERMAN PARK, in Greenville County, South Carolina, said mortgage being recorded in the R. M. C. Office for Greenville County, South Carolina, in Mortgage Book 1299, page 571; and,

WHEREAS, the present owner of the aforesaid property desires to convey the same to the Purchaser who desires to assume the mortgage indebtedness and has requested the written consent of the Mortgagee to said transfer pursuant to the aforesaid mortgage, which consent the Mortgagee has agreed to grant provided the terms of that certain loan commitment dated January 3, 1974 and modified January 9, 1974 as incorporated by reference in said mortgage are modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter expressed, it is understood and agreed as follows:

1) The principal indebtedness on said loan is \$36,600.00 ; the provision of said loan commitment letter providing a charge of \$200.00 due on any lot that the Mortgagee does not receive the construction and permanent financing is hereby amended and modified to provide for a charge of \$100.00 rather than \$200.00.

2) All terms and conditions of the said promissory note and the said mortgage which it secures and said loan commitment letter

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