

(which are incorporated herein by reference) shall continue in full force except as expressly modified by this Agreement.

3) The Purchaser assumes and agrees to pay the indebtedness in accordance with the terms of said note and said mortgage as the same are modified by this Agreement, and the Mortgagee hereby consents to the transfer of said property to the Purchaser and to said assumption.

4) This Agreement shall bind the heirs, executors, administrators, successors and assigns of the Mortgagee and of the Purchaser.

IN WITNESS WHEREOF, the Mortgagee and the Purchaser have hereunto affixed their hands and seals the date and year first above written.

IN THE PRESENCE OF:

Olivia H. Fitzgerald
Ellen J. Quinn

Paul H. Mitchell
Constance J. McBride

CITIZENS & SOUTHERN NATIONAL BANK

BY: [Signature]
its: Vice President
Mortgagee.

BUILDER PARTS OF AMERICA, INC.

BY: [Signature]
its: Manager of Landed Services
Purchaser.

CONSENT AND AGREEMENT OF TRANSFERRING MORTGAGOR

In consideration of the Citizens & Southern National Bank's consent to the assumption outlined above, and in further consideration of \$1.00, the receipt of which is hereby acknowledged, the undersigned as Transferring Mortgagor does hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby.

In The Presence Of:

Paul H. Mitchell
Constance J. McBride

JIMMY J. LINDSEY REAL ESTATE, INC.

BY: [Signature]
its: President

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