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contract together with such other acts usual, necessary, incidental or desirable to be performed to carry out the purposes of this contract whether herein specifically set forth or not and the owner hereby ratifies all legal acts done or performed by said attorney by virtue hereof.

Neither the agent herein appointed nor any subsequent appointee shall have any vested rights herein except to be compensated for commissions already earned and the services of any agent may be dispensed with at any time with or without cause by the appointment of a new agent satisfactory to both the owner and the noteholder which new agent shall succeed to and have all the powers and authority herein granted. New appointments of agents shall be made by the owner with the written consent of or upon the written demand of the noteholder but upon the failure of the owner to make a new appointment within ten days after written demand by the noteholder then such new appointment may be made by the noteholder without the owner's consent, or the noteholder may at his election proceed by proper action in court to have the old agent removed and a new agent appointed. Any new appointment whether made by the owner or noteholder shall be executed and recorded in the same manner as this instrument.

This contract, assignment and power of attorney shall not be revoked without the consent of the noteholder and shall remain in force until the mortgage be fully repaid, provided, however, that nothing herein contained shall abridge, postpone or otherwise affect the rights and remedies of the noteholder under the mortgage or deed of trust or under the laws of the state in which the property is situated, but on the contrary all such rights and remedies may be pursued by the noteholder at any and all times as fully and completely as if this contract, assignment and power of attorney had not been given.

SPECIAL PROVISIONS

In witness whereof the owner, if an individual or individuals has hereunto set his hand and seal or if a corporation has caused these presents to be signed in its name and sealed with its seal by its proper officers the day and year first above written.

Witness:---

R. G. Hyatt

J. V. Barnett

Thomas E. Smith Exec.

Thomas E. Smith, Executor.

Thomas E. Smith (SEAL)

Thomas E. Smith, Individually

State of South Carolina,

x

County:

Personally appeared before me R. G. Hyatt and made oath that he saw the herein before named Thomas E. Smith sign, seal and as his act and deed, deliver the foregoing instrument; and that he with J. V. Barnett in the presence of each other, witnessed the execution thereof.

Sworn to before me this 16 day of June, 1934.

James V. Barnett,

Notary Public.

S. C. Stamps \$0.50

Recorded this the 19th day of June, 1934, at 2:30 P. M.