S. C.
'80
SLEY

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

DURABLE POWER OF ATTORNEY

WHEREAS, Frances S. Frye and William Schwiers, Jr. have this day sold that certain tract of land located in Greenville, South Carolina, shown and designated as a 10.31 acre tract on a plat prepared by Dalton & Neves Co., Engineers, dated January, 1979, to Schwiers at Cleveland Development, Inc., a South Carolina Corporation, and

WHEREAS, the said Schwiers at Cleveland Development, Inc. has given back its certain purchase money note and mortgage in the original amount of Four Hundred Fifty Thousand and No/100 ($450,000.00) Dollars to the said Frances S. Frye and William Schwiers, Jr. and in addition thereto the said Frances S. Frye and William Schwiers, Jr. and Schwiers at Cleveland Development, Inc. have entered into a substitution of collateral agreement affecting said purchase money note and mortgage, and

WHEREAS, it is the desire of William Schwiers, Jr. hereinafter referred to as the principal, to appoint Southern Bank and Trust Company of the County of Greenville, State of South Carolina, through and by any of its duly qualified trust officers, as my Attorney in Fact to perform certain acts, deeds and things as fully as he might or could do if personally present relating to said purchase money note and mortgage and said substitution of collateral agreement,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned William Schwiers, Jr. of Greenville, South Carolina, hereinafter referred to as principal hereby appoint Southern Bank and Trust Company, of Greenville, South Carolina, through and by any of its duly authorized trust officers as my Attorney in Fact for me and in my name and on my behalf, to do and execute all or any of the following acts, deeds and things as fully as I might or could do if personally present, to-wit:

1. To receive and hold all documents, notes and mortgages relating to the above mentioned sale.

2. To receive and hold all evidences of substitution of collateral.

3. To sign and deliver releases to the Purchaser, upon Purchaser making deposits into an account owned and controlled by Schwiers at Cleveland Development, Inc. which account (principal and interest) shall be pledged as substituted collateral for any property released from the above described note and mortgage based on one (1) lot release per $17,000.00 principal so deposited. In the event prior to the second

4328 RV-2