FILED
GREENVILLE CO S.C.
SEP 14 2 11 PM '81
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA)
) LIMITED POWER OF ATTORNEY
COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS that WILLIAM F. MARTIN, JR. and KAREN A. MARTIN residents of Roxboro, North Carolina, desiring to execute a limited power of attorney to purchase sell, and/or refinance certain real estate have made and appointed, and by these presents do make, and appoint Armand G. Curtis a resident of Greenville County, South Carolina, our Attorney-in-Fact for us and in our name, place and stead to do and perform certain matters which may be expedient under the circumstances in the judgment of our Attorney-in-Fact as effectually for all purposes as we could do if personally present and acting, limited to, the following matters, and only the real estate hereinafter described in Schedule A, to-wit:

1. To purchase, disburse funds on my behalf, negotiate the settlement of closing expenses and any terms of any contract affecting said real estate which may be or become in question, to execute promissory notes, mortgages, financing statements, commitments, statements or any other document which may be required by any lender, seller or other party on the real estate which I am purchasing, on such terms, as my Attorney-in-Fact shall deem proper, in my name.

2. To sell, receive funds, settle any terms of any contract or document which may be or become in question and require negotiation or otherwise dispose of said real estate in which I now own an interest, on such terms as my Attorney-in-Fact shall deem necessary including the right to sign, seal or execute, acknowledge and deliver any warranty deed, or other instrument in writing of every kind and nature which may be necessary or required by any purchaser, lender or other party or which my Attorney-in-Fact deems necessary to execute in my name.

3. To refinance or re-mortgage the real estate described on Schedule A with any lender or mortgagee upon such terms or rates of interest as my Attorney-in-Fact deems advisable, including the power in my name to execute notes, mortgages, closing statements, commitments or other documents necessary or desirable in the judgment of my Attorney-in-fact and pay such expenses and receive such funds as may result therefrom.

4. In connection with the purchase, sale or refinancing of said real estate, to take out, cancel, pay the premiums on, modify, rescind, release, terminate or otherwise deal in any types of fire, homeowners or liability or property or other insurance connected therewith which my Attorney-in-Fact deems advisable.

GENERAL PROVISIONS

(a) All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation, "Attorney-in-Fact".

(b) This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted as to said Attorney-in-Fact. Upon the recordation of documents of purchase, sale or refinancing of the real estate hereinafter described and the completion of closing and disbursement of the sale, purchase or refinancing of said real estate, this limited power of attorney shall terminate, be and become null and void and of no further binding force and effect. Any seller, purchaser or lender dealing with my Attorney-in-Fact in the receipt or

DOCUMENTARY STAMP TAX
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