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This contract, assignment and power of attorney made this day of \_\_\_\_\_\_19 by and between Thomas 3. Smith, individually and as Axecutor of the estate of Fannie B. Swith, decreased, percepter called the owner, and William B. Smith of Greer, S. C. here inafter called the egent.

Whereas, the error is order to better secure to The Life Insurance Company of Virginia or its assigns, hereinafter called the notenolder, the payment of the first mortgage or deed of trust on that certain property briefly described as follows:

All that lot of land in the City of Green, at the intersection of Tract and

victoria Streets, being more particularly described as follows:

p) Victoria and Trade Streets and runs thence Southward with trade Street 150 feet and 1 inches to the corner of MendenhallJames' lot; thence along the lime of that lot destward 100 feet and 4 inches to an
alley-way; thence along this alley-way Newtoward 150 feet and 4 inches to Victoria
alley-way; thence along this alley-way Newtoward 150 feet and 4 inches to Victoria
Street; thence with victoria Street/100 feet and 4 inches to the beginning corner and
being a rest of the Arest of leaf absenced to the December 1 Street; thence with victoria Street/100 fact and 4 inches to the beginning corner and being a part of the fract of land charveyed to me by Ltta Burgiss et al in deed bearing date November 23, 1901, recorded in the office of Register of Mosne Conveyance for Greenvilla County, in Book "Man, at page 272.

has a reduced pure ofer to the agent entire and exclusive control and management of said cross which there and conditions have inafter set forth:

depretional the camer for the purposes aforesaid hereby given and grants to time agent entire and exclusive pover and authority to monage, control and operate said spotents, to commence, carry on or defend at law to in equity, all actions, suits, and other proceedings in any way affecting this property, present or future leases there on this property. and ranks now or flerester accraing therefrom, to compromise, arbitrate, and adjust and and all claims arising in connection with said property in such manner as the agent poley deem for the best interests of all parties, modify or cancel existing leases, make nowleases and contracts in the race of and in binalf of the owner upon such terms and respections as may appear reasonable to the agent, but subject, however, to the approval of the noteholder, and generally to deal with the present and future tenants for all purposes as fully and effectually as the owner might do, and likewise to order and pay for repairs, improvements and alterations deemed necessary by the agent or noteholder, pay taxes, insurance premiums and all other items secured under the mortgage or dead of trust, and likewise pay all other items and charges necessary, usual or incidental to the management of said property, such payments to be made out of the rents, but with the provise that the noteholder, subject to obligations then already assumed by the agent, may prescribe as to now the rents shall be applied but the agent shall not be required to make any of the payments aforesaid except out of the rents as and when collected by him.

The noteholder may at its option at any time advance to the agent funds for any of the foregoing purposes and such advances shall be secured hereby and shall be payable out of the Pents.

In the exercise of the powers herein granted the agent shall be responsible both to the owner and to the noteholder but only for reasonable diligence in the discharge of his duties, but the noteholder assumes no responsibility to the owner for the acts of the agent nor for any funds collected hereunder. The agent small receive a commission of \_\_\_\_\_% on rents collected as full compensation for his service.

The agent shall Reep a complete record of the receipts and disbursements and each month shall render a statement hereof to the noteholder in satisfactory form.

In order to vest full power and authority in the agent to carry out the purposes of this contract the owner hereby assigns, transfers, and sets over to the agent for the benefit of the noteholder all rents, issues and profits from the property above described and likewise appoints the agent the owner's true and lawful attorney for the owner and in the owner's name to do and perform any and all acts provided for in this

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