

so personally and upon the following additional terms and provisions,  
to-wit:

1. This instrument is to be construed and interpreted as a limited power of attorney, authorizing John M. Dillard, and his successors, to execute only partial releases and subordinations of real estate from the notes and purchase money mortgages listed on Schedule A. Upon payment in full of said notes and mortgages, this limited power of attorney shall terminate, otherwise it shall remain in full force until the same are paid in full, notwithstanding the sale, death or transfer of interest of any mortgagee, owner or holder thereof. Any purchaser or lender dealing with John M. Dillard as Attorney-in-Fact in the disbursement of funds shall be under no obligation to inquire into the application of said funds by him.
2. John M. Dillard in performing his duties hereunder may fully rely upon surveys of the properties involved, including acreage computations, prepared by surveyors and engineers employed by Asheton, Inc., its successors and assigns, and upon the terms and conditions of Mortgage Release and other agreements between the parties. Said Attorney-in-Fact shall be under no duty to invest any funds but shall upon execution of releases and receipt of said funds disburse the same to the parties as their interests may appear in accordance with the terms and conditions of said agreements, including the payment over to Allene Smith Jones of any funds of which she is empowered to act as custodian under any agreements between the applicable parties. Said Attorney-in-Fact shall be under a duty to account only to Allene Smith Jones, as Custodian, during the lifetime of Leola F. Smith, and upon her death to all fo the parties hereto.
3. In the event of any disagreement between the parties as to the amount to be paid for any release or the property to be released, the Attorney-in-Fact is authorized to refrain from executing a release or from receiving or disbursing said funds until agreement has been reached between the parties or such