

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

KNOW ALL MEN BY THESE PRESENTS that I, BERTRAM H. WHITHAM, JR., a resident of the State of Georgia, desiring to execute a limited power of attorney to sell and release mortgages on certain real estate have made and appointed, and by these presents do make, and appoint JOHN M. DILLARD, Attorney, a resident of Greenville County, South Carolina, my Attorney-in-Fact for me and in my name, place and stead to do and perform certain matters which may be expedient under the circumstances in the judgment of my Attorney-in-Fact as effectually for all purposes as I could do if personally present and acting, limited to, the following matters:

1. To execute deeds of conveyance conveying all of my right, title and interest in and to Lots 1 through 20, inclusive, on a plat of FARRS BRIDGE FORTY, made by Freeland & Associates, dated February 15, 1984, recorded in the RMC Office for Greenville County, S. C., in Plat Book 10-M, page 58, being a portion of property conveyed to Bertram H. Witham, Jr. and Byron D. Reeves, Jr., by deed of Lynn W. Laws, Nannette L. Watson and Jo Anne W. Burdette, located on the northeastern side of Farris Bridge Road, in Greenville County, South Carolina, by deed recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1205, page 483. In that connection, my Attorney-in-Fact is authorized to receive and disburse funds on my behalf, to take notes and purchase-money notes and mortgages connected with the sale of said lots.

2. To execute releases, partial releases and satisfactions on any purchase-money or other note and mortgage which have been given to me and Byron D. Reeves, Jr. connected with the sale of any of the aforesaid lots, and in that connection to accept payments and funds in payment of said notes and mortgages.

3. My Attorney-in-Fact shall be indemnified and held free and harmless if my Attorney-in-Fact relies upon any list of sales prices for said lots furnished by me in advance of the execution of any deed thereon or upon any amount as the payoff or amount due or release amount on any note and mortgage which has been furnished to my Attorney-in-Fact by me prior to the execution of said release or deed or in the following by my Attorney-in-Fact of any communication or telephone call regarding the amount of such sales price, release or amount due.

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".

(CONTINUED ON NEXT PAGE)

2 SE 28 84 1402

4.0001

RECORDED

1328-172