

JUN 17 9 20 AM 1963

BOOK 725 PAGE 265

OLLIE FARNSWORTH
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) : POWER OF ATTORNEY AND AGREEMENT

WHEREAS, C. Shuford Cox, Horace N. Cox and Florinda Cox Dill are the joint mortgagees on a certain mortgage instrument executed in their favor by J. O. Jones, L. E. Rish, and A. O. Jones dated June 15, 1963 in the principal sum of \$28,800.00 covering lots in Dellvista Heights Subdivision as shown on a Plat recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book RR, Page 125; and,

WHEREAS, said mortgage instrument calls for the release of lots from the lien of said mortgage upon payment to the mortgagees of the sum of \$800.00 for each lot; and,

WHEREAS, it is desired, for the sake of convenience, that a single party be authorized to collect the monies becoming due on said Note and Mortgage, and to execute the releases provided for therein, and, further, to disburse said monies collected in accordance with the terms of a certain partition agreement now existing between C. Shuford Cox, Horace N. Cox and Florinda Cox Dill;

NOW, THEREFORE, for and in consideration of the sum of \$100 to each in hand paid unto the other, and for other good and valuable considerations, the receipt and sufficiency whereof is hereby fully acknowledged, we, C. Shuford Cox, Horace N. Cox and Florinda Cox Dill, do hereby covenant and agree as follows:

We, HORACE N. COX and FLORINDA COX DILL, have made and appointed, and by the execution of these presents do make and appoint, C. SHUFORD COX, of Greenville, S. C., our true and lawful attorney for us and in our place and stead, in our names and on our behalf, to do and execute the following expressly limited acts and deeds with respect to the aforementioned Note and Mortgage, that is to say:

FIRST, our attorney shall collect and receive such monies as may become due and payable from time to time under said Note and Mortgage, subject to the Agreement hereinafter set forth.

SECOND, our attorney is hereby authorized in our place, stead and name to execute and deliver good and sufficient releases or other instruments effectively and lawfully releasing each of the aforementioned lots in Dellvista Heights Subdivision from the lien of the aforementioned mortgage, upon receipt by him of the amount or amounts specifically set forth in said Mortgage instrument.

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