

the above funds, all of which shall be disbursed outright to Mildred A. Smith, Michael F. Smith and Douglas Lee Smith, individually, as remaindermen in accordance with the Will of Grady L. Smith, deceased. In the event of the death of Leola F. Smith, Mildred A. Smith, Michael F. Smith and Douglas Lee Smith shall be and become the owners in their personal capacity of said note and mortgage for all purposes whatsoever and they shall thereafter appoint a third party suitable with them empowered to execute releases of property on their behalf in the place and stead of Allene Smith Jones for the foregoing purposes.

5. The undersigned Mortgagees do hereby constitute and appoint Allene Smith Jones as their attorney in fact and in their name, place and stead to do and perform all matters herein above authorized to be performed by her upon the terms and conditions herein above recited, which power of attorney is coupled with an interest and may not be revoked prior to payment in full of said note and mortgage, or the death of Leola F. Smith, whichever first occurs. Any payments made by the Mortgagor to Allene Smith Jones as Custodian pursuant to the terms and conditions of this Agreement shall be deemed in full payment to all parties of the principal and interest called for in said note and mortgage, without any liability on the part of the Mortgagor to see that the payments are properly distributed among the Mortgagees, it being intended that payment to Allene Smith Jones shall be the same as if payment were made to each of the Mortgagees.

6. The terms and conditions contained in this Agreement shall inure to the benefit of and become binding upon the undersigned parties, their heirs, assigns, successors, executors and administrators.

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be executed this date and year first above written.

IN THE PRESENCE OF:

Leola F. Smith
LEOLA F. SMITH

Mildred A. Smith
MILDRED A. SMITH

James S. Carr

Douglas Lee Smith
DOUGLAS LEE SMITH

James K. Carr, Jr.
(as to Mildred A. Smith)

Michael F. Smith
MICHAEL F. SMITH

James K. Carr, Jr.

"Mortgagee"

James K. Carr, Jr.
(as to Leola F. Smith, Douglas Lee Smith, Michael F. Smith and Southside Baptist Church)

SOUTHSIDE BAPTIST CHURCH, an eleemosynary corporation

BY: Gayle L. Henson
Trustee

BY: Don J. Sennel
Trustee

BY: Joseph L. Henson
Trustee

"Mortgagor"

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