

anniversary of the purchase money note and mortgage, the Purchasers deposit sufficient collateral to guarantee the payment of the total principal plus interest due from a period of two (2) years from the date of the purchase money note and mortgage, then in that event, my Attorney in Fact, shall have the authority to satisfy the purchase money note and mortgage and remove it from public record.

4. To accept and receipt for payment of monies given by Purchaser for the annual installments of principal and interest due under the terms of said note and mortgage and to forward said funds to me at my address as follows:

Wardensville, West Virginia as set out in Paragraph 8 below.

5. To satisfy and remove from public records, the note and mortgage any time after the second anniversary of said note and mortgage upon payment in full by Purchaser of all principal and accrued interest due thereon.

6. To ask, demand, due for, levy, recover and receive all sums including the principal, interest, attorneys fees and all other costs related to the purchase money note and mortgage and savings account provided for in the action; any principal recovered by any such action shall be placed in Southern Bank and Trust Company until further written instructions by the principal.

7. To release all property necessary (in the opinion of the developer) all roads and utility rights of way for the development of said land. Further and for the same consideration * to release that land designated as Lot No. 35 on a plat entitled Schwiers at Cleveland prepared by Dalton & Neves Co. dated April , 1980. Said lot is to be used for a drainage holding pond.

8. On the anniversary dates of the above referred to purchase money note and mortgage and as further stated in that certain document entitled "Agreement" between Schwiers at Cleveland Development, Inc. as Purchasers and Frances S. Frye and William Schwiers, Jr., as Sellers, dated June 23, 1980, to sign as Sellers' Attorney in Fact with Purchaser any necessary documents to withdraw funds from the pledged substitution of collateral account owned by the Purchaser. It being understood that the Attorney in Fact herein named shall have responsibility only to pay the amount due per year and only to the limit of the amount in said pledged account.

Giving and granting unto my said Attorney in Fact full power and authority to do and perform all and every act, deed and thing necessary to fulfil the intentions of Paragraphs 1 through 8 above as fully and effectively to all intents and purposes as I might or could do in my own proper person if personally present; and hereby

*Consideration to be down payment, receipt of which is hereby acknowledged.

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