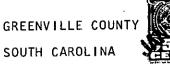
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## OLLIES PECLAL POWER OF ATTORNEY

We, VERLIE W. CAMPBELL and BEULAH S. CAMPBELL, of Greenville County, South Carolina, referred to hereinafter as Principals, are the owners and holders of two (2) Real Estate Notes made and executed by K. & D. ENTERPRISES, INC. to us, dated January 7, 1965, and the Mortgages Of Real Estate which secure payment of those Notes, dated January 7, 1965, and recorded in the Office of the R.M.C. for Greenville County, South Carolina, in Mortgages Book 23, Page 5, and MortgagesBook 23, Page 17, and we hereby nominate, constitute, and appoint CALHOUN H. TURNER, referred to hereinafter as Attorney, our true and lawful agent and attorney for the following purposes, and with all the authority and power necessary to accomplish the following purposes.

1.

In our names, places, and steads, in accordance with the terms and provisions of an Escrow Agreement And Appointment Of Escrow Agent made and entered into between us and K. & D. ENTER-PRISES, INC., dated January 7, 1965, to receive all monies and funds due to us under the terms and provisions of those mortgages, the notes the payment of which they secure, and the Escrow Agreement And Appointment Of Escrow Agent.

11.

To execute any and all instruments of release of real estate from the liens of the abovementioned mortgages, as is provided for in those mortgages, by signing on any such instruments of release his own name, CALHOUN H. TURNER, as attorney for VERLIE W. CAMPBELL and BEULAH S. CAMPBELL.

111.

To handle, deposit, withdraw, and account for all such money and funds only as provided for in the abovementioned Escrow Agreement And Appointment Of Escrow Agent.

(Continued on next page)