

EXHIBIT E
ESCROW AGREEMENT

Berea First Baptist Church, Greenville,
(Name of Issuer) (City)
South Carolina, (hereinafter called "Issuer") has by Resolution
(State)
 authorized the issuance and sale of EIGHT HUNDRED THOUSAND AND NO/100
 (\$ 800,000.00) Dollars of 8 per cent First Mortgage
(Amount)
 Bonds, dated 10 1 74, and being designated Series
(First Mortgage or Special Revenue)
1974 A and Month Day Year

WHEREAS, the Issuer has outstanding against its property indebtedness
 to Fidelity Federal Savings & Loan Association, Greenville, S. C.
(Name of Mortgager) (City) (State)
 in the original principal amount of TWO HUNDRED TEN THOUSAND AND NO/100
 (\$ 210,000.00) Dollars, dated 12/30/64, bearing interest at
5 3/4 per cent per annum which note has a current balance of approximately
ONE HUNDRED THIRTY FOUR THOUSAND (\$ 134,000.) Dollars.

IT IS NOW THEREFORE AGREED, that the proceeds from the sale of the
 above described Bond Issue will be deposited with The South Carolina
(Name of Escrow Agent)
National Bank (Corporate Trust Columbia S. C.
Department (City) (State)
 (hereinafter called "Escrow Agent") who hereby agrees to act as Escrow Agent
 and to hold said proceeds deposited with it in an escrow account established
 for this purpose and that said proceeds will be accumulated in said escrow ac-
 count until an amount sufficient to pay off the balance due on the above listed
 indebtedness has been accumulated. When such amounts have been accumulated,
 the above listed indebtedness shall be paid off in full and any excess amount in
 the escrow account will be disbursed and turned over to the Issuer at which time
 this Escrow Agreement shall be terminated.

If the funds necessary to pay off the above listed indebtedness have not
 been accumulated in said Escrow Account by August 20, 1975,
Month Day Year
 the amount accumulated in said escrow account will be transferred by the Escrow
 Agent into the Issuer's Interest and Bond Payment Account at The South
(Paying Agent)
Carolina National Bank, Columbia, S. C., established by the Issuer for
 the repayment of this Bond Issue, at which time this Escrow Agreement shall be
 terminated.

If this Escrow Agreement is terminated by the Escrow Agent transferring the
 amount accumulated in the escrow account to the Issuer's Interest and Bond Pay-
 ment Account, then the Issuer agrees, warrants and obligates itself to issue a
 call letter in accordance with the terms of the Resolution authorizing this bonded
 indebtedness, to the bond holders owning outstanding bonds. The Issuer further