

Drawn by and after recording return
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MAY 15 10 04 AM '84

STATE OF SOUTH CAROLINA)
) ASSIGNMENT OF RENTS AND LEASES
COUNTY OF GREENVILLE)

THIS ASSIGNMENT OF RENTS AND LEASES made this 24th day of March, 1984 by and between HARRY J. PAPPAS and STELLA A. PAPPAS, individually and doing business as PAPPAS TELECASTING OF THE CAROLINAS, (the "Assignors") and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association (the "Assignee");

WITNESSETH:

THAT, the Assignors, in consideration of credit extended by the Assignee, hereby convey, transfer and assign unto the Assignee, its successors and assigns, all the rights, interests and privileges, which the Assignors as lessor have and may have in the leases now existing or hereafter made and affecting the Mortgaged Estate described below or any part thereof (the "Leases") as the Leases may have been or may from time to time be hereafter modified, extended or renewed, with all rents, income and profits due and becoming due therefrom. The Assignors will, on request of the Assignee, execute assignments of any future leases affecting any part of certain real property situated in Greenville County, South Carolina and described in Exhibit A attached hereto and incorporated herein by reference (the "Mortgaged Estate"). Notwithstanding any provision herein to the contrary, this Assignment is intended to be an absolute present assignment from the Assignors to the Assignee and not merely the passing of a security interest. The rents and Leases are hereby assigned absolutely by the Assignors to the Assignee contingent only upon the occurrence of a default hereunder, or under the Note, the Mortgage or the Loan Agreement, as hereafter defined.

This Assignment is made as additional security for the payment of the Assignors' Promissory Note in the principal amount of Ten Million Seven Hundred Eighty-Eight Thousand Eight Hundred Twenty Dollars (\$10,788,820) (the "Note") dated March 21, 1984 and payable to Assignee, and performance by the Assignors of their obligations and agreements contained in (i) that certain Mortgage of Leasehold, Assignment of Rents and Security Agreement dated of even date herewith (the "Mortgage"), and all extensions or modifications thereof, made by the Assignors to the Assignee, securing the Note and covering

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