Mortgagee's address: Route #1, Box 189-A, Fountain Inn, S.C., 29644. 30. 1524 396
MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

PURCHASE MONEY MORTGAGE
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLES P

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

MARK III BROADCASTINGSCOMPANY, INC., a South Carolina corporation,

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK T. NEVES, his heirs and assigns,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Forty-Five Thousand Six Hundred Ninety-Six and 00/100--- Dollars (\$ 45,696.00 ) due and payable 19

with interest thereon from date principal at the rate of eleven per centum per annum, to be paid: in ten (10) equal successive annual/installments of Four Thousand Five Hundred Sixty-Nine and 60/100/05/\$4,569.60) Dollars, beginning September 1, 1984, and continuing to and including Sept. 1, 1993.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

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ALL that piece, parcel or tract of land in the County of Greenville, State of South Carolina, containing 45.97 acres, situate, lying and being on the northerly side of Woodside Road, being shown on plat prepared by Carolina Surveying Co., entitled "Survey for Mark III Broadcasting Co., Inc., near Greenville, South Carolina," dated August 24, 1983, which plat is recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 9-0, Page 87, and being described according to said plat as follows:

BEGINNING at an old spike located in the center of Woodside Road at the corner of property now or formerly owned by J. Putman and running thence with the line of said property N. 7-40 E. 2107.37 feet to an old iron pin located on a creek that divides the described property from property now or formerly owned by M. Ahman, et al; running thence with the creek as the line, the traverse of which is the following courses and distances to an iron pin located in the corner of other property of the grantor herein S. 86-33 E. 92.8 feet, S. 66-56 E. 206.2 feet, N. 47-02 E. 114 feet; running thence along the line of property of grantor herein S. 23-13 E. 2290.0 feet to an iron pin; continuing with property of grantor S. 8-30 W. 200.0 feet to a nail and cap located in Woodside Road; running thence along Woodside Road N. 81-30 W. 490.0 feet to a nail and cap at the corner of a parcel identified on said plat as Tract A-1; running thence with line of Tract A-1 N. 8-30 E. 240 feet to an iron pin; running thence along line of Tract A-1 N. 81-39 W. 653.0 feet to an iron pin; running thence along line of Tract A-1 S. 8-30 W. 240 feet to a nail and cap located in Woodside Road; running thence along Woodside Road N. 81-56 W. 393.4 feet to an old spike, the point of BEGINNING.

This is the same property conveyed to Mortgagee by deed of Mortgagor executed this date, to be recorded in the R.M.C. Office for Greenville County, South Carolina.

Upon written demand of Mortgagor, Mortgagee shall release from the lien of this mortgage, without payment of any further consideration therefor, any portions of the described property to be used by Mortgagor for the location thereupon of a television tower, related transmitter, and/or studio building or buildings, base for guy wires supporting the tower, and road or roadway furnishing ingress and egress from Woodside Road to the facilities.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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