

STATE OF GEORGIA
COUNTY OF FULTON

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R.M.C. - HOLLEY

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SOUTH CAROLINA MORTGAGE AND SECURITY AGREEMENT

WHEREAS, MARK III BROADCASTING COMPANY, INC., a South Carolina corporation, hereinafter called "Mortgagor", is justly indebted to BANK SOUTH, N.A., a national banking association, whose address is 55 Marietta Street, P. O. Box 4387, Atlanta, Georgia 30302, hereinafter called "Mortgagee", such indebtedness being more particularly described herein.

NOW, KNOW ALL MEN BY THESE PRESENTS that Mortgagor, for and in consideration of the aforesaid indebtedness, and in order to secure payment thereof, and also in consideration of the further sum of Three and No/100 Dollars (\$3.00), in Land paid to Mortgagor by Mortgagee at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release to Mortgagee those tracts or parcels of land situate, lying and being in Anderson County, South Carolina, and in Greenville County, South Carolina, described more particularly on Exhibit "A" attached hereto and incorporated herein by reference, and hereinafter called the "Property";

TOGETHER WITH: (i) all buildings, structures and other improvements now or hereafter located on the Property or on any part or parcel of the Property, hereinafter called the "Improvements"; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging to the Property or in anywise appertaining to the Property, and the reversion or reversions, remainder or remainders thereof; (iii) all leases, undertakings to lease, contracts to rent, usufructs and other agreements for use, occupancy or possession now or hereafter in force with respect to the Property or any part or parcel of the Property or any of the Improvements, and any and all other agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Property or any part or parcel of the Property or any of the Improvements, whether written or oral and whether now or hereafter made or executed and delivered, hereinafter collectively called the "Leases"; (iv) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Property or any part or parcel of the Property or any of the Improvements, including without limitation all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the Leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any of the Leases, whether paid in a lump sum or installments, all of which are hereinafter collectively called the "Rents"; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located on the Property or under the Property or on or under any part or parcel of the Property; (vi) all estates, rights, title and interest in the Property, or in any part or parcel of the Property; (vii) all equipment,

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