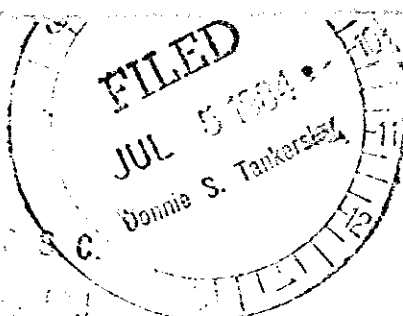


P.O. BOX 4397  
ATLANTA, GA. 30302



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STATE OF GEORGIA  
COUNTY OF FULTON  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGEE'S AGREEMENT

THIS AGREEMENT is made this 16<sup>th</sup> day of May, 1984, by FRANK T. NEVES (hereinafter called "Holder") in favor of BANK SOUTH, N.A., a national banking association (hereinafter called "Bank").

W I T N E S S E T H:

WHEREAS, Holder is the holder and owner of that certain Purchase Money Mortgage of Real Estate dated August 29, 1983, from Mark III Broadcasting Company, Inc., a South Carolina corporation (hereinafter called "Borrower"), as "mortgagor", to Holder, as "mortgagee", recorded in Real Estate Book 1624, page 398, Greenville County, South Carolina Records (hereinafter called the "Purchase Money Mortgage"), conveying certain real property located in Greenville County, South Carolina, more particularly described therein (hereinafter called the "Real Property"), and securing a promissory note made by Borrower payable to the order of Holder in the original principal amount of \$45,696.00 (hereinafter called the "Note");

WHEREAS, Bank intends to make certain financial accommodations to Borrower and, as security for such financial accommodations, Borrower intends to execute and deliver to Bank a Mortgage and Security Agreement (hereinafter called the "Mortgage") and a Security Agreement (Equipment) (hereinafter called the "Security Agreement");

WHEREAS, the Mortgage will convey and mortgage to Bank the Real Property and both the Mortgage and the Security Agreement will grant and convey to Bank a lien upon, security interest in and security title to, inter alia, all fixtures, furniture, furnishings, machinery, equipment, leasehold improvements and other goods and tangible personal property, as more particularly described in the Mortgage and the Security Agreement, now owned or hereafter acquired by Borrower and now hereafter located or installed upon or used in connection with the Real Property (hereinafter collectively called the "Collateral"), the acquisition and installation of which are to be financed by Bank; and

WHEREAS, in order to induce Bank to make its financial accommodations to Borrower, Holder desires to make certain agreements and representations with respect to the Purchase Money Mortgage and the Collateral, and to execute this agreement for such purpose.

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Bank to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder hereby agrees as follows:

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