

Submitted for Recordation
By and Return to

VOL 1212 PAGE 577

Branch
Address
City
State
Zip

Bank of America
National Trust and Savings Association
Kings/Tulare Corporate/Agribusiness
Banking Group
2400 S. Mooney Blvd.
P. O. Box 3007
Visalia, CA 93277

GREENVILLE, S.C.
JAMES H. HARRIS JR.
COUNTY CLERK
R.H.C.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONSENT TO REMOVAL OF PERSONAL PROPERTY AFFIXED TO REAL PROPERTY

WHEREAS, the undersigned has an interest either as owner, lessor, mortgage holder, trust deed holder or seller under a conditional contract of sale in the real property situated at _____, South Carolina, State of ~~Carolina~~, County of Greenville, legally described as:

See Exhibit A attached hereto and incorporated herein by reference

which real property is hereinafter called "the Real Property":
WHEREAS, Harry J. and Stella A. Pappas, d/b/a Pappas Telecasting of the Carolinas hereinafter called "Debtor," in order to induce Bank of America National Trust and Savings Association hereinafter called "Secured Party," to extend credit or financial accommodations to it, has or will execute a Security Agreement granting to Secured Party a security interest in and to the following described collateral:

All television broadcasting equipment of every kind and description, wherever located, now owned or hereafter acquired which collateral is hereinafter called "the Personal Property"; and

WHEREAS, the Secured Party as a condition to extending credit or financial accommodations to Debtor requires the undersigned's consent to the removal of the Personal Property.

NOW, THEREFORE, for a good and sufficient consideration, receipt of which is hereby acknowledged, and to induce Secured Party to extend credit or financial accommodations to Debtor, the undersigned agrees with the Secured Party as follows:

1. The Personal Property shall be deemed to be personal property and shall not be considered a part of the Real Property, regardless of whether or by what means it is or may become attached or affixed to the Real Property.
2. The undersigned has not and will not claim any interest in the Personal Property which is superior to that of Secured Party, and the undersigned hereby subordinates its interest in the Personal Property to the security interests which Secured Party now has or may hereafter acquire therein.
3. The undersigned consents to the Secured Party, its agents, employees and invitees entering upon the Real Property for the purpose of exercising any right Secured Party may have under the terms of any security agreement with Debtor or otherwise, and to remove the Personal Property.
4. In the event of a default by Debtor under its present or future agreements with Secured Party, and provided Secured Party is authorized to do so under its agreements with Debtor or has obtained Debtor's consent, the undersigned consents to Secured Party's entering upon the Real Property to do any or all of the following with respect to the Personal Property: assemble, have appraised, display, operate, maintain, remove, repair, prepare for public or private sale, exhibit, and sell.
5. In the event that Debtor fails to make any payment of rent to the undersigned, the undersigned shall notify Secured Party, and Secured Party shall have the right and license, at its discretion, to occupy the Real Property for the purposes described in Paragraph 4 above, for a period of up to ninety (90) days. Secured Party shall, in that event, pay the undersigned, periodically, a daily license fee equivalent to one-thirtieth (1/30th) of the minimum monthly rental provided for in the lease agreement between the undersigned and Debtor, until Secured Party vacates the Real Property. Secured Party shall have seven (7) days from the time it receives notice from the undersigned to decide to exercise its right and license to occupy the Real Property.
6. Should the undersigned for any reason terminate or refuse the right of the Debtor to locate the Personal Property on the Real Property, the undersigned shall give to Secured Party not less than sixty (60) days advance written notice of the termination or refusal to renew.

See Rider for additional provisions 7 through 10.
This agreement shall be interpreted under the laws of the State of South Carolina and shall inure to the benefit of and be binding upon the successors, heirs and assigns of the undersigned and Secured Party.

IN WITNESS WHEREOF, the undersigned has executed this agreement at Greenville, S.C. on the 10th day of May, 1984.
*South Carolina

Signed, sealed and delivered in the presence of:

Diane D. Vincent
Shirley H. Ashew

PELHAM INTERSTATE JOINT VENTURE,
is/ a partnership,
By CAINE COMPANY, its agent
By Frank B. Halter Jr. (SEAL)
Its: President
Attest: Frank B. Halter Jr.
Its: Secretary
CORPORATE SEAL

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

PROBATE

Personally appeared before me the undersigned witness and made oath that he/she saw PELHAM INTERSTATE JOINT VENTURE, by its managing agent, CAINE COMPANY, by Frank B. Halter Jr., its President, and Frank B. Halter Jr., its Secretary, sign, seal and as the act and deed of said Pelham Interstate Joint Venture deliver the within written Agreement and that he/she, together with the other witness whose name is subscribed above witnessed the execution thereof.

Witness

Diane D. Vincent

Sworn to before me this 10th day of May, 1984.

Notary Public

My commission expires: 8-12-92

(CONTINUED ON NEXT PAGE)

0577

490
21801

4328-172