VOL 1052 PARE 524

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SOUTH CAROLINA

COUNTY OF GREENVILLE

THE TO SEE MORTGAGE OF LEASEHOLD

THIS MORTGAGE OF LEASEHOLD, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage"), made as of the 24th day of March , 1984, by and among HARRY J. PAPPAS and STELLA A. PAPPAS, individually and doing business as PAPPAS TELECASTING OF THE CAROLINAS (said Harry J. Pappas and Stella A. Pappas are hereinafter collectively referred to as the "Mortgagor"), whose place of business is 5111 East McKinley Avenue, Fresno, California 93727, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association with an office and place of business is 2400 South Mooney Boulevard, P. O. Box 3007, Visalia, California 93277 (hereinafter referred to as the "Mortgagee").

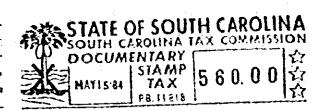
## WITHESEETH:

WHEREAS, the Mortgagor is indebted to the Mortgagee in the sum of Ten Million Seven Hundred Eighty-eight Thousand Eight Hundred Twenty and no/100 Dollars (\$10,788,820), as evidenced by its note in said principal amount dated March 21, 1984 (the "Note"), reference to which is hereby made and which is payable with interest as set out therein;

AND WHEREAS, the Mortgagor desires to secure the payment of the Note with interest and any renewals or extensions thereof, in whole or in part, and of the additional payments hereinafter agreed to be made, by a mortgage of the lands and a grant of the security interests hereinafter described;

AND WHEREAS, the Mortgagor also desires to secure the repayment of all future advances and/or extensions of credit that Mortgagee may subsequently make to Mortgagor, when evidenced by promissory notes specifically referring to this Mortgage, and all extensions and renewals thereof;

NOW, THEREFORE, in consideration of the premises and the mutual obligations set forth in the Loan Agreement, as hereinafter defined, and in the further consideration of the sum of Three and no/100 (\$3.00) Dollars paid to the Mortgagor by the Mortgagee, the receipt of which is hereby acknowledged, and to secure the repayment of the indebtedness evidenced by the Note and any extensions or renewals thereof, the repayment of all future advances and/or extensions of credit that Mortgagee may subsequently make to Mortgagor, and any extensions or renewals thereof, the performance of such other obligations of the Mortgagor as are set forth herein, and the payment of all other sums herein covenanted to be paid, Mortgagor hereby grants, bargains, sells and conveys unto Mortgagee, under and



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