

running N 39-30 E 1539.3 feet to an iron pin; thence turning and running N 59-40 W 451.95 feet to a point in the center of a Drive; thence with the center line of said Drive S 25-00 W 62.4 feet to an iron pin; thence turning and running N 52-30 W 511.7 feet to an iron pin; thence turning and running S 58-30 W 648.3 feet to an iron pin; thence N 84-17 W 26.2 feet to the point of beginning.

In addition to the above described real estate this mortgage covers the radio transmitters, antennae, and all other broadcasting equipment now located upon or to be located upon the described premises and owned by the mortgagor.

Broadcasting Company of the Carolinas, Inc. holds possession of the above described real estate pursuant to the terms of a written lease and option to purchase dated December 14, 1965 by and between J. Thomas Jones as Lessor and Broadcasting Company of the Carolinas, Inc. as Lessee, the term of which lease expires December 31, 1971, which lease is recorded in the RMC Office for Greenville County, S. C. in Deed Book 788, Page 477.

It is understood by the parties hereto that this mortgage shall extend to such leasehold estate as is held by the mortgagor, its successors and assigns, pursuant to the written lease referred to above, and the buildings and improvements thereon. Should the mortgagor be in default in the payment of the rent under the aforesaid lease agreement and such default be not cured pursuant to the terms of the said lease, then such default shall be deemed a default of the within obligation and at the election of the holder of this mortgage and the note which it secures, the entire balance of the within obligation shall become immediately due and payable.

As part of the consideration hereof the mortgagor does hereby assign, transfer and set over to Southern Bank and Trust Company all of its interest as Lessee under said lease, including the option to purchase as additional security hereunder and the mortgagor does hereby covenant and agree that it will not, without the written consent of the mortgagee,

- (a) Cancel said lease,
- (b) Increase the rental payments,
- (c) Modify the lease in any respect whatsoever, either orally or
- (d) Make any other assignment of its interest under said lease.

in writing,

The mortgagee covenants and agrees with the mortgagor that until a default shall occur in or under the terms of this mortgage or said lease, that the mortgagor shall remain undisturbed in possession of said premises. The mortgagor covenants to the mortgagee that it has not executed any prior assignments of its interest under said lease.

TOGETHER with all and singular the Rights, Members, Hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said mortgagee, heirs, successors and assigns forever. And the said mortgagor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said mortgagee, the mortgagee's heirs, successors and assigns, from and against itself, its successors and assigns, and every person whomsoever claiming or to claim the same or any part thereof.