

DOCKET FILE COPY ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of) MM DOCKET NO. 93-265
)
PINE TREE MEDIA, INC.)
)
For Renewal of License of Station)
KARW(AM), Longview, Texas)

MASS MEDIA BUREAU'S EXHIBITS

Roy J. Stewart
Chief, Mass Media Bureau

Charles E. Dziejic
Chief, Hearing Branch

Robert A. Zauner
Gary P. Schonman
Attorneys
Mass Media Bureau

Federal Communications Commission
2025 M Street, N.W., Suite 7212
Washington, D.C. 20554
(202) 632-6402

October 4, 1994

Federal Communications Commission

Docket No. 93-265 Exhibit No. ONE

Presented by MASS MEDIA BUREAU

Disposition { Identified ✓ 03/21/95
Received ✓ 03/21/95
Rejected _____

Reporter M. K. FLEISHMAN

Date 03/21/95

MASS MEDIA BUREAU
EXHIBIT NO. 1
Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington D.C. 20554

RECEIVED
Aug 1 1994
FEDERAL COMMUNICATIONS
COMMISSION
OFFICE OF THE
SECRETARY

In re Applications of) MM Docket No. 93-265
)
PINE TREE MEDIA, INC.) File No. BR-900817UF
)
For Renewal of License of)
Station KARW)
Longview, Texas)

To: Praise Media, Inc.

MASS MEDIA BUREAU'S REQUEST FOR
ADMISSIONS OF FACT AND GENUINNESS OF DOCUMENTS

1. The Chief, Mass Media Bureau, by his attorneys, pursuant to Section 1.246 of the Commission's rules, hereby requests that, within ten days of the service of this request, Praise Media, Inc. (Praise Media) admit to the truth of the facts set forth and the genuiness of the attached documents. Each response shall be labelled with the same number as the subject admission request and shall be made under oath or affirmation by the person making the response.

Admissions

1. The licensee of Station KARW (The Station) is Pine Tree Media, Inc. (Pine Tree).

2. On November 10, 1988, the Commission granted an application to transfer control of Pine Tree from Herbert Wren and Earl Jones to Kenneth Tuck (File No. BTC-880930EG).

3. Tuck, Wren and Jones consummated the transfer referred to in Admission 2 on December 12, 1988.

4. Tuck never filed an ownership report (FCC Form 323) with

the Commission confirming the consummation of the transfer referred to in Admission 3.

5. Attachment 1 is a true and accurate copy of an application for renewal of The Station's license which was filed with the Commission on August 17, 1990.

6. Attachment 1 bears the signature of Robert D. Murray.

7. Robert D. Murray was not, on August 17, 1990, an officer or director of Pine Tree.

8. Kenneth Tuck died in May 1990.

9. On May 17, 1990, a lien which Wren and Jones had held with respect to a note made by Tuck in payment for the station was transferred to a company known as American Plastics, Inc (American Plastics).

10. Attachment 2 is a true and accurate copy of the "Transfer of Lien" referred to Admission 9.

11. American Plastics foreclosed on the assets of The Station on or about July 3, 1990.

12. Attachment 3 is a true and accurate copy of the "Notice of Trustee's Sale" by which American Plastics foreclosed on the real and personal assets of The Station.

13. The foreclosure referred to in Admission 11 was never reported to the Commission and the Commission never approved of either an assignment or transfer of The Station.

14. On August 6, 1991, Wren and Jones foreclosed on a note issued to them by American Plastics and reacquired The Station's real and personal property including the stock of Pine Tree.

15. Attachment 4 is a true and accurate copy of the "Trustee's Deed" and "Affidavit of Foreclosure Posting and mailing" reflecting the foreclosure referred to in Admission 12.

16. The foreclosure referred to in Admission 14 was never reported to the Commission and the Commission never approved of either an assignment or transfer of The Station.

17. On February 10, 1992, Eugene Washington and Ray Lee Williams on behalf of Praise Media entered into an agreement to purchase The Station.

18. Attachment 5 is a true and accurate copy of the "Memorandum," "Warranty Deed," "Deed of Trust," "Vendor's Lien Note," "Bill of Sale," and "Security Agreement" which reflect the agreement and consummation of the agreement which is the subject of Admission 17.

19. The agreement which is the subject of Admission 17 was never reported to the Commission.

20. The consummation of the agreement which is the subject of Admission 17 was never reported to the Commission.

21. The commission never approved the acquisition of The Station by Praise Media.

22. Praise Media never filed an ownership report with the Commission subsequent to its acquisition of The Station.

23. Attachment 6 is a true and accurate copy of an affidavit dated February 9, 1994.

24. Attachment 7 is a true and accurate copy of an affidavit dated March 23, 1994.

25. That the signatures on Attachments 6 and 7 are those of Janet Washington.

26. Attachment 8 is a true and accurate copy of a letter dated September 9, 1992, from the Commission to Pine Tree.

27. Pine Tree did not respond to Attachment 8.

28. Attachment 9 is a true and accurate copy of a letter dated September 23, 1992, from the Commission to Pine Tree.

29. Pine Tree did not respond to Attachment 9.

30. Attachment 10 is a true and accurate copy of a letter dated December 3, 1992, from the Commission to Pine Tree.

31. Attachment 11 is a true and accurate copy of a letter, with enclosures, bearing a date stamp date of January 26, 1993, from The Station to the Commission.

32. Attachment 11 was written and prepared by, or under the direction of, Janet Washington.

33. Attachment 12 is a true and accurate copy of a letter dated February 10, 1993, from the Commission to Pine tree.

34. Pine tree did not respond to Attachment 12.

35. Attachment 13 is a true and accurate copy of an affidavit dated February 9, 1994.

36. The signature on attachment 13 is that of Janet Washington.

37. The Station was inspected by Commission inspectors on December 4, 5 and 6, 1990.

38. On the dates of the inspections referred to in Admission 37, The Station was being operated by Mssrs. H. E.

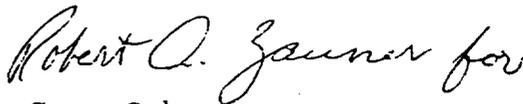
Ferrell and Dub Murray on behalf of an entity identified as American Plastics.

39. On the dates of the inspections referred to in Admission 37, The Station's public file did not contain any materials concerning station activity subsequent to 1988, including The Station's 1990 renewal application; the tower needed painting; The Station had no operating logs; and The Station had not properly maintained its Emergency Broadcast System equipment or assured that such equipment was functioning.

Respectfully submitted,
Roy J. Stewart
Chief, Mass Media Bureau


Charles E. Dziejcz
Chief, Hearing Branch


Robert A. Zauner


Gary Schonman
Attorneys
Mass Media Bureau

Federal Communications Commission
2025 M Street, N.W.
Suite 7212
Washington, D.C. 20554
(202) 632-6402

August 1, 1994

Attachment 1

For Commission Fee Use Only

FEE NO:

FEE TYPE:

FEE AMT:

ID SEQ:

For Applicant Fee Use Only

Is a fee submitted with this application? Yes No

If No, indicate reason therefor (check one box):

Nonfeeable application

Fee Exempt (See 47 C.F.R. Section 1.1112)

Noncommercial educational licensee

Governmental entity

For Commission Use Only:

File No.

9008174F

Name of Applicant KLGW - KENTUCKY - Pine Tree Media, Inc.

Mailing Address

P.O. Box 7100

City

Longview

State

TX

ZIP Code

75607

This application is for:

AM

FM

TV

(a) Call Letters:

KLGW-TV

(b) Principal Community:

City Longview State TX

Attach as Exhibit No. _____ an identification of any FM booster or TV booster station for which renewal of license is also requested.

4. Have the following reports been filed with the Commission:

(a) The Broadcast Station Annual Employment Reports (FCC Form 395-B) as required by 47 C.F.R. Section 73.3612?

Yes No

If No, attach as Exhibit No. _____ an explanation.

(b) The applicant's Ownership Report (FCC Form 323 or 323-E) as required by 47 C.F.R. Section 73.3615?

Yes No

If No, give the following information:

Date last ownership report was filed

1988

Call letters of station for which it was filed

KLGW

FCC 303-S
May 1988

Since the filing of the applicant's last renewal application for this station or other major application, has an adverse finding been made or final action been taken by any court or administrative body with respect to the applicant or parties to the application in a civil or criminal proceeding, brought under the provisions of any law relating to the following: any felony; broadcast related antitrust or unfair competition; criminal fraud or fraud before another governmental unit; or discrimination?

Yes No

If Yes, attach as Exhibit No. _____ a full description of the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers) and the disposition of the litigation.

Will Commission grant of this application come within 47 C.F.R. Section 1.1307, such that it may have a significant environmental impact?

Yes No

If Yes, attach as Exhibit No. _____ an Environmental Assessment required by 47 C.F.R. Section 1.1311.

If No, explain briefly why not. *TOWER IN AREA NOT USED BY PEOPLE. TOWER HAS FENCE AND HAS 4 WARNING SIGNS.*

Has the applicant placed in its station's public inspection file at the appropriate times the documentation required by 47 C.F.R. Sections 73.3526 or 73.3527?

Yes No

If No, attach as Exhibit No. _____ a complete statement of explanation.

The APPLICANT hereby waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

The APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as set out in full in the application.

CERTIFICATION: I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

<i>Robert Duke Munnay</i>	Signature <i>Robert D. Munnay</i>
<i>General Manager</i>	Date <i>8/11/90</i>

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.

Attachment 2

NOTICE OF TRUSTEE'S SALE

WHEREAS, by Deed of Trust dated December 10, 1988, ("Deed of Trust") and recorded in Volume 1986, Page 524, Land Records, Gregg County, Texas, PINE TREE MEDIA, INC. ("Debtor"), conveyed to EDWARD MILLER, as Trustee, property situated in Gregg County, Texas, to secure certain indebtedness of Debtor to HERBERT B. WREN, III, and EARL M. JONES; and

WHEREAS, HERBERT B. WREN, III, and EARL M. JONES have transferred and assigned ownership of the Note evidencing the indebtedness and the Deed of Trust securing same to AMERICAN PLASTIC PRODUCTS, INC., by instrument dated May 17, 1990, filed June 12, 1990, under Clerk's File No. 009345 to be recorded in the Land Records of Gregg County, Texas;

WHEREAS, an Appointment of Successor Trustee was filed of record by AMERICAN PLASTIC PRODUCTS, INC., on June 12, 1990, under Clerk's File No. 009347, to be recorded in the Land Records of Gregg County, Texas, appointing VINCENT MCGONAGLE as Successor Trustee; and

WHEREAS, default has occurred under the terms of the indebtedness described in and secured by the Deed of Trust, and the indebtedness due thereunder is now wholly due and the owner and holder of such indebtedness has requested the undersigned to sell the following described property (the "Property"), to-wit:

(See Exhibit "A" attached hereto and incorporated herein by reference.)

NOW, THEREFORE, notice is given, that on Tuesday, July 3, 1990, (that being the first Tuesday of said month), beginning, at the earliest, at 10:00 o'clock a.m., but in no event later than 1:00 p.m., I will sell, for cash, the Property to the highest bidder at the area of the County Courthouse of Gregg County, Texas, designated for foreclosure sales by the Commissioners Court in their Minutes dated October 12, 1987, recorded in Volume 1868, Page 323, Land Records of Gregg County, Texas (such area being "the front door-patio area") in Longview, Texas.

EXECUTED this 12th day of June, 1990.


VINCENT MCGONAGLE, Successor Trustee

EXHIBIT "A"

All that certain tract or parcel of land situated in Gregg County, Texas, part of the A. R. Johnson Survey, being part of the unopened and undeveloped property shown on Plat of Gilmour-Terrace, recorded in Volume 392, Page 35, of Deed Records of Gregg County, Texas, and described as follows, to wit:

BEGINNING at the northeasterly corner of Lot No. 3, Block No. 3;
THENCE easterly with the northerly line of said Lot No. 3, a distance of 600 feet, more or less, to the northeasterly corner of Lot No. 13 of said Block No. 3;
THENCE southerly, with the easterly line of said Lot 13, a distance of 126 feet, to the southeasterly corner of said Lot No. 13, a point in the North line of Lot No. 25 of said Block 3;
THENCE easterly, to the northeasterly corner of said Lot No. 25;
THENCE southerly with the easterly line of said Lot No. 25, 130 ft. to the southeasterly corner of said Lot No. 25;
THENCE southwesterly to the northeasterly corner of Lot No. 2, Block No. 5 of said proposed subdivision;
THENCE southerly with the easterly line of said Lot No. 2, a distance of 125 feet, to the southerly corner of said Lot No. 2;
THENCE westerly with the southerly line of Lots Nos. 2 and 1, to the southwesterly corner of said Lot No. 1, Block 5, being a common point with the northwesterly corner of Lot 25 in said Block No. 5;
THENCE southerly with the westerly line of said Lot No. 25, a distance of 125 feet, to its southwesterly corner;
THENCE westerly 60 feet, to the southeasterly corner of Lot No. 17, Block No. 4, and continuing westerly with the southerly line of said Block No. 4 a distance of 430 feet, to the southwesterly corner of Lot No. 23, said Block No. 4;
THENCE northerly with the westerly line of said Lot No. 23, a distance of 125 feet, to the northwesterly corner of said Lot No. 23, a common corner with the southeasterly corner of Lot 9, Block No. 4;
THENCE westerly with the southerly line of said Lot 9, a distance of 60 feet, to the southwesterly corner of said Lot 9;
THENCE northerly with the westerly line of said Lot 9, a distance of 125 feet, to the northwesterly corner thereof;
THENCE northerly to the southwesterly corner of Lot 35, Block No. 3;
THENCE northerly with the westerly line of Lots Nos. 35 and 4, Block 3, a distance of 250 feet, to the place of beginning.

Attachment 3

TRANSFER OF LIEN

May 17, 1990

older of Note and Lien: HERBERT B. WREN, III and EARL M. JONES, JR.

older's Mailing Address (including county):

804 East 12th Street, Texarkana, Arkansas 75502

ransferee: AMERICAN PLASTIC PRODUCTS, INC.

ransferee's Mailing Address (including county):

P. O. Box 467, New London, Rusk County, Texas 75682

ote

Date: December 10, 1988

Original Amount: \$200,000.00

Maker: Kenneth Tuck

Payee: Herbert B. Wren, III, and Earl M. Jones, Jr.

Unpaid Principal and Interest:

Date of Maturity (optional):

April 10, 1994

ote and Lien Are Described in the Following Documents. Recorded in:

Deed of Trust dated December 10, 1988, from Pine Tree Media, Inc., to Edward Miller, Trustee, recorded in Volume 1986, Page 524, Land Records of Gregg County, Texas.

roperty (including any improvements) Subject to Lien:

See Exhibit "A" attached hereto and incorporated herein by reference.

rior Lien(s) (including recording information):

None.

For value received Holder of the note and lien transfers them to ransferee, warrants that the lien is valid against the property in the riority indicated, and represents that the unpaid principal and interest n the note are correctly stated.

an the context requires, singular nouns and pronouns include the lural.

This Transfer of Lien is entered into and subject to the terms of that ertain Contract for Assignment of Note and Security Interests ("Contract") ated April 10, 1990, by and between Dr. Herbert Wren and Earl Jones and merican Plastic Products, Inc., filed under Clerk's File No. 006764 on pril 30, 1990, to be recorded in the Land Records of Gregg County, Texas, hich Contract is incorporated herein by reference.

Herbert B. Wren III
HERBERT B. WREN, III

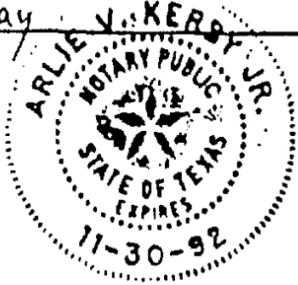
Earl M. Jones Jr
EARL M. JONES, JR.

15

THE STATE OF TEXAS S

COUNTY OF BOWIE S

This instrument was acknowledged before me on the 17th day of May, 1990, by HERBERT B. WREN, III.



Arlie V. Kerby
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS S

COUNTY OF BOWIE S

This instrument was acknowledged before me on the 17th day of May, 1990, by EARL M. JONES, JR.



Arlie V. Kerby
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:

RAMEY LAW FIRM
P. O. Box 629
Tyler, Texas 75710

AFTER RECORDING, RETURN TO:

MICHAEL E. GAZETTE
Ramey Law Firm
P. O. Box 629
Tyler, TX 75710

14

Attachment 4

Prepared by: EDWARD MILLER, Attorney of the law firm of:
KEENEY, ANDERSON, MILLER, JAMES & TATE
P. O. Box 2044 - 1012 Olive Street
Texarkana, Texas 75504

TRUSTEE'S DEED

THE STATE OF TEXAS §
 §
COUNTY OF GREGG §

A. By a certain Deed of Trust executed May 17, 1990, and recorded in Volume 2170, Pages 549-554 of the Land Records of Gregg County, Texas, (hereinafter being referred to as "Deed of Trust"), AMERICAN PLASTIC PRODUCTS, INC., ("Debtor"), conveyed to EDWARD MILLER, as Trustee, certain real property (the "Property"), including, without limitation, that certain real property situated in Gregg County, Texas, and described in Exhibit "A" attached hereto and made a part hereof for all purposes, to secure the payment of the indebtedness (the "Indebtedness") described therein, executed by Debtor and payable to the order of HERBERT WREN and EARL JONES, or their assigns, ("Mortgagee").

B. Default has occurred in the payment of the Indebtedness and such default has continued despite notice to Debtor from or on behalf of Mortgagee and an opportunity for Debtor to cure the default. Accordingly, Mortgagee has, because of such default, duly accelerated the Indebtedness and requested the undersigned Trustee to enforce the trust and sell the Property pursuant to and in accordance with the provisions of the Deed of Trust and the laws of the State of Texas.

C. The undersigned, at the request of Mortgagee, did cause (i) to be posted for at least 21 consecutive days prior to the day of sale at the Courthouse door of said Gregg County, Texas, and (ii) to be filed for at least 21 consecutive days prior to the day of sale with the County Clerk of Gregg County, Texas, written notice that the Property would be sold pursuant to the Deed of Trust, in public vendue to the highest bidder at the area at the Gregg County Courthouse designated by the Commissioner's Court where foreclosure sales are to take place, beginning no earlier than 1:00 P.M. and no later than 4:00 P.M., on August 6, 1991, being the first Tuesday of August, 1991.

D. The undersigned, at the request of Mortgagee, did cause written notice of the proposed sale to be served by certified mail, return receipt requested, on Debtor and by certified mail, return receipt requested, on every other party obligated to pay the Indebtedness according to the records of Mortgagee, at least 21 days preceding the date of sale, such service having been completed by deposit of the notice enclosed in a prepaid wrapper, properly addressed to each such party at the most recent address of such party as shown by the records of Mortgagee in a post office or official depository under the care and custody of the United States Postal Service.

E. Affidavit confirming recitals B., C., and D. is attached, as Exhibit "B" to this Deed.

F. The undersigned on August 6, 1991, at approximately 2:09 o'clock P.M., pursuant to the powers under the Deed of Trust vested in me as Trustee, did cause the Property to be sold at public vendue in the manner required by and as provided in and under the Deed of Trust and by law.

G. The undersigned offered the Property for sale for an all-cash price; and, in response to that offer, the undersigned sold the Property to HERBERT WREN and EARL JONES JR.,

("Grantee", whether one or more), the best and highest bidder at the sale for the sum of One Hundred Twenty Nine Thousand Five Hundred Forty Two + 67/100 and NO/100 - (\$129,542.67) - DOLLARS, (the "BID").

NOW, THEREFORE, in consideration of the premises and the payment of the Bid, the receipt of which is hereby acknowledged, I, EDWARD MILLER, Trustee, by virtue of the authority vested in me under the Deed of Trust, have GRANTED, BARGAINED, SOLD, CONVEYED, CONFIRMED and SET OVER and by this Trustee's Deed do hereby GRANT, BARGAIN, SELL, CONVEY, CONFIRM and SET OVER unto Grantee, and the successors and/or heirs and assigns of Grantee, the Property, it being expressly understood that I, EDWARD MILLER, Trustee, have made no independent investigation or inquiry concerning the same and do not hereby make any covenant, representation or warranty concerning the same except as hereinafter provided.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, the successors and/or heirs and assigns of Grantee, forever; and, I, EDWARD MILLER, Trustee, do hereby bind the Debtor, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee and the successors and/or heirs and assigns of Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The address of the Grantee hereunder is:

Herbert Wren and Earl Jones, Jr.
4800 Texas Blvd.
Texarkana, TX 75503

IN WITNESS WHEREOF, this Trustee's Deed has been executed by EDWARD MILLER, Trustee, in his capacity as such in accordance with and under and pursuant to the provisions, powers and authorities of the Deed of Trust, on this 6th day of August, 1991.

Edward Miller
Edward Miller, Trustee

THE STATE OF TEXAS §
 §
COUNTY OF GREGG §

This instrument was acknowledged before me on August 6, 1991, by EDWARD MILLER, Trustee, and in the capacity therein stated



Arlie U. Kerby Jr.
Notary Public in and for the
State of: TEXAS
My Commission Expires: 11/30/92
ARLIE U. KERBY JR.
Printed Name of Notary Public

AFTER RECORDING RETURN TO:
KEENEY, ANDERSON, MILLER, JAMES & TATE
1012 Olive Street - P. O. Box 2044
Texarkana, Texas 75504

PREPARED BY EDWARD MILLER,
of the firm of:
KEENEY, ANDERSON, MILLER, JAMES & TATE
1012 Olive Street - P. O. Box 2044
Texarkana, Texas 75504

1

All that certain tract or parcel of land situated in Gregg County, Texas, part of the A. R. JOHNSON SURVEY, being part of the unopened and undeveloped property shown on Plat of Gilmour-Terrace, recorded in Volume 392, Page 35, of Deed Records of Gregg County, Texas, and described as follows, to wit:

BEGINNING at the northeasterly corner of Lot No. 3, Block No. 3;
THENCE easterly with the northerly line of said Lot No. 3, a distance of 600 feet, more or less, to the northeasterly corner of Lot No. 13 of said Block No. 3;
THENCE southerly, with the easterly line of said Lot, 13, a distance of 126 feet, to the southeasterly corner of said Lot No. 13, a point in the North line of Lot No. 25 of said Block 3;
THENCE easterly, to the northeasterly corner of said Lot No. 25;
THENCE southerly with the easterly line of said Lot No. 25, 130 feet to the southeasterly corner of said Lot No. 25;
THENCE southwesterly to the northeasterly corner of Lot No. 2, Block No. 5 of said proposed subdivision;
THENCE southerly with the easterly line of said Lot No. 2, a distance of 125 feet, to the southerly corner of said Lot No. 2;
THENCE westerly with the southerly line of Lots Nos. 2 and 1, to the southwesterly corner of said Lot No. 1, Block 5, being a common point with the northwesterly corner of Lot 25 in said Block No. 5;
THENCE southerly with the westerly line of said Lot No. 25, a distance of 125 feet, to its southwesterly corner;
THENCE westerly 60 feet, to the southeasterly corner of Lot No. 17, Block No. 4, and continuing westerly with the southerly line of said Block No. 4, a distance of 430 feet, to the southwesterly corner of Lot No. 23, said Block No. 4;
THENCE northerly with the westerly line of said Lot No. 23, a distance of 125 feet, to the northwesterly corner of said Lot No. 23, a common corner with the southeasterly corner of Lot 9, Block No. 4;
THENCE westerly with the southerly line of said Lot 9, a distance of 60 feet, the southwesterly corner of said Lot 9;
THENCE northerly with the westerly line of said Lot 9, a distance of 125 feet, the northwesterly corner thereof;
THENCE northerly to the southwesterly corner of Lot 35, Block No. 3;
THENCE northerly with the westerly line of Lots Nos. 35 and 4, Block 3, a distance of 250 feet, to the place of beginning.

FOR IDENTIFICATION:



Edward Miller, Trustee

EXHIBIT "A"

AFFIDAVIT OF FORECLOSURE POSTING AND MAILING

Trustee: EDWARD MILLER
Beneficiary: HERBERT WREN and EARL JONES
Debtor: AMERICAN PLASTIC PRODUCTS, INC.
Principal Amount of Indebtedness Owed: \$112,500.00
Date Scheduled for Foreclosure: August 6, 1991
Recording Data of Deed of Trust: Volume 2170, Pages 549-554,
Land Records, Gregg County, Texas

AFFIDAVIT OF NOTICE PREPARATION AND MAILING

I, EDWARD MILLER, Trustee under the Deed of Trust, certify that on July 10, 1991, I signed a Notice of Trustees Sale providing notice of the Debtor's uncured default and of the foreclosure proceedings, the Notice having been prepared in accordance with the requirements of Section 51.002 of the Texas Property Code.

I further certify that on July 15, 1991 I signed and sealed, in an envelope for mailing, the letter referenced herein providing notice of default along with a copy of the Notice of Trustees Sale, which such letter to be sent certified mail, return receipt requested, to the Debtor at the following address:

AMERICAN PLASTIC PRODUCTS, INC.
P. O. Box 467
New London, Texas 75682

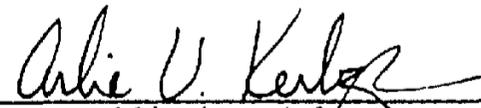
In addition, I signed and sealed in an envelope for mailing, the same letter and notice, to be sent by regular mail to the Debtor at the same address. I further certify that I personally delivered all sealed envelopes referenced in the above Affidavit of Notice Preparation, postage prepaid, to a post office or other official depository under the care and custody of the United States Postal Service in accordance with the requirements of Section 51.002 of the Texas Property Code. I further certify that such letter was received by AMERICAN PLASTIC PRODUCTS, INC. on July 17, 1991 and the certified mail return receipt evidencing delivery was returned to the undersigned by the United States Postal Service.



Edward Miller

SWORN TO AND SUBSCRIBED BEFORE ME by EDWARD MILLER on August 6, 1991.





Notary Public in and for the
State of: TEXAS
My Commission Expires: 11/30/92
ARLIE V. KERBY JR.

Printed Name of Notary Public

Edward Miller
PO Box 2044
Tarkenton, TX 75504

FILED
MOLLE J. BARBER
COUNTY CLERK

'91 AUG -6 P2:21

BY *Hilda Kuper*
DEPUTY

STATE OF TEXAS COUNTY OF GREGG
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page of
the named records of Gregg County, Texas as
stamped hereon by me.

AUG 6 1991



Molle J. Barber
MOLLE J. BARBER, COUNTY CLERK
GREGG COUNTY, TEXAS



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Attachment 5

MEMORANDUM

February 10, 1992

WHEREAS, the undersigned, HERBERT WREN and EARL JONES, JR., hereinafter collectively referred to as "SELLER", have this day conveyed unto PRAISE MEDIA, INC., a Texas corporation, hereinafter referred to as "BUYER", certain real and personal properties comprising the Radio Station located at 2929 Signal Hill Road, Longview, Texas 75603; and,

WHEREAS, Seller has requested Buyer to execute this Memorandum for the purpose of setting forth certain agreements which have been reached between the parties.

NOW, THEREFORE, IT IS STIPULATED AND AGREED by and between the undersigned as follows:

1) Seller hereby assigns unto Buyer all of Seller's right, title and interest in and to the corporation known as "PINE TREE MEDIA, INC." and any Federal Communication Commission Operator's License associated with the Radio Station at 2929 Signal Hill Road, Longview, Texas 75603;

2) Buyer agrees that any expense involved in transferring such license, including without limitation, application fees and attorney's fees, shall be borne exclusively by Buyer; and,

3) Buyer acknowledges that Seller is not warranting the transferability of such license but agrees to execute any documents necessary to effect such transfer.

DATED at Texarkana, Bowie County, Texas, on February 10, 1992.

BUYER:

PRAISE MEDIA, INC.

BY: Eugene R. Washington
Eugene Washington, President

SELLER:

Herbert Wren
Herbert Wren
Earl Jones, Jr.
Earl Jones, Jr.

ATTEST:

BY: Ray Lee Williams
Ray Lee Williams, Vice-President

Prepared by: EDWARD MILLER, Attorney of the law firm of:
KEENEY, ANDERSON, MILLER, JAMES & MILLER
P. O. Box 2044 - 1012 Olive Street
Texarkana, Texas 75504

008349

WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GREGG §

That we, HERBERT WREN and EARL JONES, JR., both being residents of Texarkana, Miller County, Arkansas, each owning and occupying as our respective homesteads property other than that hereby conveyed, hereinafter referred to as "GRANTORS", for and in consideration of the sum of TEN and NO/100 - (\$10.00) - DOLLARS and other good and valuable consideration to Grantors cash in hand paid by PRAISE MEDIA, INC., a Texas corporation, hereinafter referred to as "GRANTEE", whose address is 2929 Signal Hill Road, Longview, Texas 75603, the receipt of which is hereby acknowledged; and,

THE EXECUTION AND DELIVERY by the Grantee herein, of Grantee's one certain Promissory Note of even date herewith in the principal sum of EIGHTY-FOUR THOUSAND THREE HUNDRED and NO/100 - (\$84,300.00) - DOLLARS, bearing interest at the rate therein stated and payable to the order of Grantors in monthly installments as specified in said Note; said Note, in addition to the Vendor's Lien herein retained, being additionally secured by a Deed of Trust of even date herewith to EDWARD MILLER, Trustee; have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said Grantee, the following described property, to-wit:

All that certain tract or parcel of land situated in Gregg County, Texas, part of the A. R. JOHNSON SURVEY, being part of the unopened and undeveloped property shown on Plat of Gilmour-Terrace, recorded in Volume 392, Page 35, of Deed Records of Gregg County, Texas, and described as follows, to wit:

BEGINNING at the northeasterly corner of Lot No. 3, Block No. 3;
THENCE easterly with the northerly line of said Lot No. 3, a distance of 600 feet, more or less, to the northeasterly corner of Lot No. 13 of said Block No. 3;
THENCE southerly, with the easterly line of said Lot 13, a distance of 126 feet, to the southeasterly corner of said Lot No. 13, a point in the North line of Lot No. 25 of said Block 3;
THENCE easterly, to the northeasterly corner of said Lot No. 25;
THENCE southerly with the easterly line of said Lot No. 25, 130 feet to the southeasterly corner of said Lot No. 25;
THENCE southwesterly to the northeasterly corner of Lot No. 2, Block No. 5 of said proposed subdivision;
THENCE southerly with the easterly line of said Lot No. 2, a distance of 125 feet, to the southerly corner of said Lot No. 2;
THENCE westerly with the southerly line of Lots Nos. 2 and 1, to the southwesterly corner of said Lot No. 1, Block 5, being a common point with the northwesterly corner of Lot 25 in said Block No. 5;
THENCE southerly with the westerly line of said Lot No. 25, a distance of 125 feet, to its southwesterly corner;
THENCE westerly 60 feet, to the southeasterly corner of Lot No. 17, Block No. 4, and continuing westerly with the southerly line of said Block No. 4, a distance of 430 feet, to the southwesterly corner of Lot No. 23, said Block No. 4;
THENCE northerly with the westerly line of said Lot No. 23, a distance of 125 feet, to the northwesterly corner of said Lot No. 23, a common corner with the southeasterly corner of Lot 9, Block No. 4;

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