

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.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, and unto Grantee's successors and assigns forever; and Grantors do hereby bind Grantors, Grantors' heirs, executors and administrators, to WARRANT and FOREVER DEPEND all and singular the said premises unto the said Grantee, and unto Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

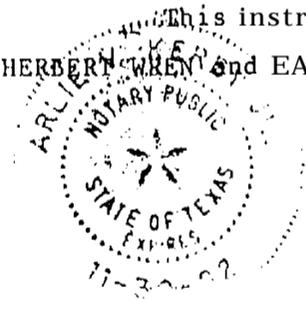
But it is expressly agreed and stipulated that a Vendor's Lien is retained against the above described property, premises and improvements, until the above described Note and all interest thereon are Fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute.

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

Herbert Wren
 Herbert Wren
Earl Jones Jr
 Earl Jones

THE STATE OF TEXAS §
 §
 COUNTY OF BOWIE §

This instrument was acknowledged before me on April 24, 1992, by HERBERT WREN and EARL JONES, JR. .



Arlie V. Kerby
 Notary Public in and for the
 State of TEXAS
 My commission expires: 11/30/92
ARLIE V. KERBY JR.
 Printed Name of Notary public

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.

FILED
MOLLIE J. BARBER
COUNTY CLERK

MAY - 5 1992

'92 MAY -5 P2:25



Mollie J. Barber
MOLLIE J. BARBER, COUNTY CLERK
GREGG COUNTY, TEXAS

GREGG COUNTY, TEXAS
BY *[Signature]*
DEPUTY

WARRANTY DEED

FROM:

HERBERT WREN
and
EARL JONES, JR.

TO:

PRAISE MEDIA, INC.,
a Texas corporation

RE: part of the A. R.
JOHNSON SURVEY,
Gregg County, Texas

RETURN TO:

KEENEY ANDERSON, MILLER, JAMES & MILLER
1012 CLAYE - P.O. BOX 2044
MONTICELLO, ARKANSAS, TEXAS 75504

25

vol 2369 pg 115A

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D E E D O F T R U S T

(Security Agreement and Financing Statement)

This combined Deed of Trust, Security Agreement and Financing Statement ("INSTRUMENT") is made on the date stated below among the Borrower, Lender and Trustee who are identified and whose addresses are stated below. By signing this Instrument, Borrower agrees to the terms and conditions and makes the covenants stated in this Instrument.

BORROWER: PRAISE MEDIA, INC., a Texas corporation, acting herein by and through its duly authorized officers hereunto duly authorized by resolution and official action of the Board of Directors of such corporation made at a meeting held on February 10, 1992

BORROWER'S ADDRESS FOR NOTICE: 2929 Signal Hill Road
Longview, Texas 75603

LENDER: HERBERT WREN and EARL JONES, JR.

LENDER'S ADDRESS: 3 Pine Grove
Texarkana, Arkansas 75502

TRUSTEE: EDWARD MILLER

TRUSTEE'S ADDRESS: P. O. Box 2044
Texarkana, Texas 75504

NOTE : \$84,300.00 Promissory Note ("NOTE") dated February 10, 1992, executed by Borrower and payable to Lender in monthly installments as specified in said Note.

FINAL MATURITY DATE: June 10, 1995

PROPERTY:

Real Property:

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. 7.5, 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;

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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”.

Personal Property:

The property covered by this Instrument includes the Real Property above described, together with the following, all of which, including replacements and additions thereto, shall be deemed to be, and remain a part of the Real Property covered by this Instrument, and all of which are referred to as the “PROPERTY”:

(a) Any and all buildings, improvements, and tenements now or hereafter erected on the Property;

(b) Any and all heretofore or hereafter vacated alleys and streets abutting the Property, easements, rights, appurtenances, rents (subject however to the assignment of rents to Lender herein), leases, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the Property;

(c) Any and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property, including, but not limited to: those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; all elevators and related machinery and equipment; fire prevention and extinguishing apparatus; security and access control apparatus; plumbing and plumbing fixtures; refrigerating, cooking and laundry equipment; floor coverings and interior and exterior window treatments; furniture and cabinets, interior and exterior plantings and plant and lawn maintenance equipment;

(d) Any and all plans and specifications for development of or construction of improvements upon the Property;

(e) Any and all contracts and subcontracts relating to the Property;

(f) Any and all accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions related to the Property;

(g) Any and all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;

(h) Any and all proceeds arising from or by virtue of the sale, lease, or other disposition of any of the Property;

(i) Any and all proceeds payable or to be payable under each policy of insurance relating to the Property;

(j) Any and all proceeds arising from the taking of all or a part of the Property for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof;

(k) All other interests of every kind and character which Borrower now has or at any time hereafter acquires in and to the Property, including all other items of property and rights described elsewhere in this instrument.

FOR VALUE RECEIVED and to secure the payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS :

Grantor agrees to:

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments on the property when due;

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3. Preserve the priority of lien;
4. Maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. Covers all improvements for their full insurable value when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. Contains an 80% co-insurance clause;
 - c. Provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. Provides flood insurance at any time the property is in a flood hazard area; and
 - f. Contains such other coverage as Beneficiary may reasonably require;
5. Comply at all times with the requirements of the 80% co-insurance clause;
6. Deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. Keep any buildings occupied as required by the insurance policy; and
8. Pay all prior notes that Grantor is personally liable to pay and abide by all prior lien instruments if this is not a first lien.

BENEFICIARY'S RIGHTS:

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the original trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holder of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor, on demand, at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations, Beneficiary may:
 - a. Collect rents if the property is rented or rent it and collect rents if it is vacant and apply the proceeds, less reasonable expenses, to the payment of the note;
 - b. Declare the note, including any other sums secured by this deed of trust, immediately due (Grantor waives the requirements for presentment, demand for payment, and notice of intention to accelerate maturity);
 - c. Request Trustee to foreclose this lien; and
 - d. Purchase the property at any sale by offering the highest bid and have the bid credited on the note.

TRUSTEE'S DUTIES:

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. Advertise the time, place and terms of sale and mail and file notices as required by 551.002, Texas Property Code, as then amended (successor to Article 3810, Texas Revised Civil Statutes), and otherwise comply with that statute;
2. Sell all or part of the property to the purchaser with a general warranty binding Grantor; and
3. From the proceeds of the sale, pay, in this order:
 - a. Expenses of foreclosure, including a commission to Trustee of five percent (5%) of the bid;
 - b. To Beneficiary, the full amount of principal, interest, attorney's Fees, and other charges due and unpaid;
 - c. Any amounts required by law to be paid before payment to Grantor; and
 - d. To Grantor, any balance.

GENERAL PROVISIONS:

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at will of the purchaser, subject to an action for forcible detainer. 28
2. Recitals in any trustee's deed conveying the property will be deemed conclusively true.

3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien shall remain **superior to** liens later created even if the time of payment of all or part of the note is extended or part of the property is released.

5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.

6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from **damages caused** by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. Nothing in this deed of trust or in the note shall ever entitle Beneficiary to receive or collect interest in excess of the highest rate allowed by law on the debt secured by this **deed** of trust.

8. The terms Grantor, Trustee, Beneficiary, note, Maker, Payee, insurance policy, and substitute or successor trustee shall include the singular and plural.

9. The term note includes all sums secured by this deed of trust.

10. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

11. IT IS UNDERSTOOD AND AGREED that Beneficiary **may**, at Beneficiary's option, require the undersigned to deposit with the Beneficiary each month, a sum equal to one-twelfth (1/12th) of the estimated annual taxes and insurance premiums next to become due upon said premises. The exercise of this option by Beneficiary shall be made in writing furnished to the undersigned. In the event Beneficiary shall exercise this option, Beneficiary agrees to use the monies received, to the extent available, for and only for the **payment of the taxes and** insurance premiums to become due upon said property. In the event **such** monies are not sufficient to pay such taxes and insurance premiums when due, the undersigned agrees, upon demand by Beneficiary, to deposit with Beneficiary such additional monies as shall be necessary to pay the same.

12. The Note hereby **secured** is additionally secured by a Security Agreement and Financing Statements wherein PRAISE MEDIA, INC. is Debtor and HERBERT WREN and EARL JONES, JR., are Secured Party, encumbering certain articles of personal property **now owned** or hereafter located at or affixed to or used in connection with the Radio Station located at 2929 Signal Hill Road, Longview, Texas 75603.

13. If Grantor sells or transfers any interest in, part of, or all of the Property hereby conveyed by Deed, Contract of Sale or otherwise without obtaining Beneficiary's prior written consent, regardless of whether buyer or transferee "**assumes**" or **takes the** Property "subject to" the debts secured hereby, Beneficiary may, without notice, declare the entire principal indebtedness hereby **secured** with all interest **accrued** thereon and all other sums hereby **secured** immediately due and payable.

UNIFORM COMMERCIAL CODE SECURITY AGREEMENT:

This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other **appropriate index**, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing **statement**. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statement as well as extensions, renewals and amendments thereof, and reproduction of this Instrument in **such** form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing **such** financing statement and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements **Lender may** reasonably require. Without prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including **replacements** and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in the Instruments, including the covenants to pay when due all sums secured by this Instrument, lender shall have the remedies of a secured party under the Uniform

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Commercial Code and, at Lender's option may also commence foreclosure proceedings under this Deed of Trust. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies of foreclosure of the real property herein described.

DATE: February 10, 1992

LOANER'S SIGNATURE: PRAISE MEDIA, INC.
BY: Eugene R. Washington
Eugene Washington, President

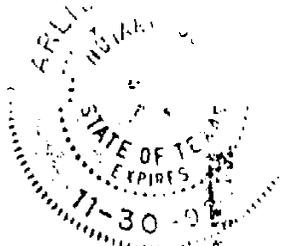
ATTEST:
BY: Ray Lee Williams
Ray Lee Williams, Vice-President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF BOWIE §

This instrument was acknowledged before me on April 24, 1992, by EUGENE WASHINGTON, President of PRAISE MEDIA, INC., a Texas corporation, on behalf of said corporation.

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



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

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

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Commercial Code and, at Lender's option may **also** commence foreclosure proceedings under this Deed of Trust. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies of foreclosure of the real property herein described,

DATE: February 10, 1992

BORROWER'S SIGNATURE: PRAISE MEDIA, INC.

BY: Eugene R. Washington
Eugene Washington, President

ATTEST:

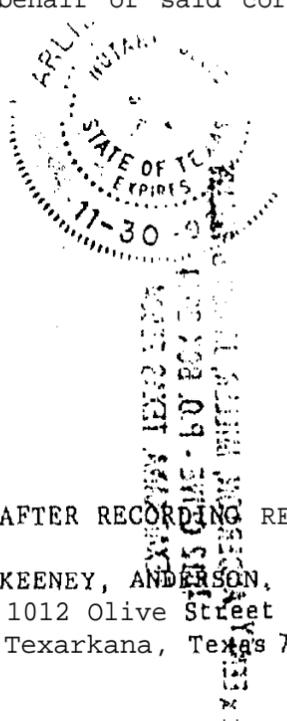
BY: Ray Lee Williams
Ray Lee Williams, Vice-President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF BOWIE §

This instrument was acknowledged before me on April 24, 1992, by EUGENE WASHINGTON, President of PRAISE MEDIA, INC., a Texas corporation, on behalf of said corporation.

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



AFTER RECORDING RETURN TO: PREPARED BY EDWARD MILLER,
of the firm of: KEENEY, ANDERSON,
KEENEY, ANDERSON, MILLER, JAMES 6 MILLER MILLER, JAMES & MILLER
1012 Olive Street - P. O. Box 2044 1012 Olive Street - P. O. Box 2044
Texarkana, Texas 75504 Texarkana, Texas 75504

DEED OF TRUST

FROM:

PRAISE MEDIA, INC.,
a Texas corporation

TO:

EDWARD MILLER, Trustee . . .
for:
HERBERT WREN and
EARL JONES, JR.

RE: part of the A. R.
JOHNSON SURVEY,
Gregg County, Texas

Return to:

**KEENEY, ANDERSON, MILLER, JAMES & MILLER
1012 OLIVE - P.O. BOX 2044
TEXARKANA, TEXAS 75501**

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.

MAY - 5 1992



Mollie J. Barber
MOLLIE J. BARBER, COUNTY CLERK
GREGG COUNTY, TEXAS

FILED
MOLLIE J. BARBER
COUNTY CLERK

92 MAY -5 P 2:25

GREGG COUNTY TEXAS
BY *[Signature]*
DEPUTY

KEENEY ANDERSON
PO BOX 2044
TEXARKANA TX 75504

008350

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2280 604

VENDOR'S LIEN NOTE

\$84,300.00

Texarkana, Texas

February 10, 1992

FOR VALUE RECEIVED, PRAISE MEDIA, INC., a Texas corporation, promises to pay to HERBERT WREN and EARL JONES, JR., or order, the sum of EIGHTY-FOUR THOUSAND THREE HUNDRED and NO/100-(\$84,300.00)- DOLLARS, with interest from date at the rate of ten (10.00%) percent per annum, both principal and interest payable at 3 Pine Grove, Texarkana, Arkansas 75502, or at such other place as Holders may designate in writing.

The principal and interest of this Note are payable in forty (40) consecutive monthly installments, the first 39 of such installments to be in the amount of TWO THOUSAND FIVE HUNDRED and NO/100-(\$2,500.00)- DOLLARS each, including accrued interest, with the 40th and final installment to be in the amount of the balance of principal and interest then owing upon this Note, all of such monthly installments to be applied first to the payment of accrued interest with the remainder to principal and being due and payable on or before the 10th day of each month beginning March 10, 1992, with the balance of this Note, if not sooner paid, being due on June 10, 1995.

The interest on this Note is payable monthly, as it accrues, and is included in the above specified monthly installments. All past due interest and principal shall bear interest from maturity at the rate of ten (10.00%) percent per annum and the undersigned promises to pay all costs of collection.

IT IS UNDERSTOOD AND AGREED that the undersigned shall pay to the Holders of this Note, or order, a late charge of five (5.00%) percent of any payment which is not received by the Holders of this Note within fifteen (15) days following the date such payment is due.

This Note is given in part payment for a certain lot or parcel of land situated in Gregg County, Texas, and described as follows, 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;
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;

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this day conveyed to PRAISE MEDIA, INC., by HERBERT WREN and EARL JONES, JR., and to secure the payment of same, according to the tenor hereof, a Vendor's Lien is retained in said conveyance, and is hereby acknowledged; and as further security for the payment hereof, a Deed of Trust is this day given to EDWARD MILLER, Trustee, for the benefit of the Holders hereof.

This Note is this day given by the undersigned as part of the purchase price For said mentioned property; and it is understood and agreed that failure to pay this Note, or any installment as above promised or any interest hereon, when due, shall, at the election of the Holders of said Note, mature said Note, and it shall at once become due and payable and the Vendor's Lien or Deed of Trust Lien herein mentioned, either or both, shall become subject to foreclosure proceedings, as the Holders may elect,

This Note is additionally secured by a Security Agreement and Financing Statements wherein PRAISE MEDIA, INC. is Debtor and HERBERT WREN and EARL JONES, JR., are Secured Party, encumbering certain articles of personal property now owned or hereafter located at or affixed to or used in connection with the Radio Station located at 2929 Signal Hill Road, Longview, Texas 75603.

Each maker, surety or endorser hereon severally waives grace, demand, presentment, not ice, protest and consents that time of payment may be extended without notice. And it is hereby specially agreed that if this Note is placed in the hands of an attorney for collection, or collected by suit or through Probate or Bankruptcy proceedings, the undersigned agree to pay reasonable attorney's fees additional on the principal and interest then due hereon.

PRAISE MEDIA, INC.

BY: Eugene R. Washington
Eugene Washington, President

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

B I L L O F S A L E

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

THAT we, HERBERT WREN and EARL JONES, JR., each being residents of Texarkana, Miller County, Arkansas, hereinafter referred to as "TRANSFEROR", whether one or more, for and in consideration of the sum of TEN and NO/100 -(\$10.00)- DOLLARS, to Transferor in hand paid by PRAISE MEDIA, INC., a Texas corporation, hereinafter referred to as "TRANSFEE", whether one or more, whose address is 2929 Signal Hill Road, Longview, Texas 75603, the receipt and sufficiency of which is hereby acknowledged and confessed, have BARGAINED, SOLD and DELIVERED and by these presents do BARGAIN, SELL and DELIVER unto the said Transferee of the County of Gregg, State of Texas, and unto its successors and assigns forever, the following described properties, to-wit:

All fixtures, equipment, furniture and other articles of personal property now or hereafter located at or affixed to or used in connection with the Radio Station located at 2929 Signal Hill Road, Longview, Texas 75603.

And the undersigned Transferor, does hereby bind Transferor, Transferor's heirs, executors, administrators and assigns, to FOREVER WARRANT and DEFEND the title to the above described real and personal properties unto the said Transferee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

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

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

THE STATE OF TEXAS §
 §
COUNTY OF BOWIE §

This instrument was acknowledged before me on February 10, 1992, by HERBERT WREN and EARL JONES, JR.

Archie V. Kerby Jr
Notary Public in and for
The State of: T E X A S
My Commission Expires: 11/30/92
ARLIE V. KERBY JR.
Printed Name of Notary Public:

SECURITY AGREEMENT

Date February 10, 1992

PRAISE MEDIA, INC., a Texas corporation 2929 signal Hill Road
(Debtor's Name) street Address
Longview Gregg Texas 75603
City County State

(hereinafter called DEBTOR) for value received hereby grants to
-----HERBERT WREN and EARL JONES, JR,-----
(Secured Party's Name)

(hereinafter called SECURED PARTY) whose address is 3 Pine Grove
street
Texarkana, Miller County, Arkansas 75502
City, County, and State

a security interest in and mortgages to SECURED PARTY the following described properly (which hereinafter is referred to as COLLATERAL) to-wit:

SEE EXHIBIT "A" HERETO ATTACHED.

(Note--If COLLATERAL is crops, or oil, gas or minerals to be extracted, or timber to be cut, or if COLLATERAL is to become a fixture, describe in the above space following the description of the COLLATERAL the real estate concerned, and give the name of the record owner hereof.)

to secure DEBTOR'S note to SECURED PARTY dated February 10, 1992, for \$ 84,300.00

DEBTOR warrants and covenants: (Note--Place checkmark (✓) in the blank space before each statement which applies to this agreement.)

- () COLLATERAL is to be used for personal, family, or household purposes.
(XX) COLLATERAL is to be used in business other than farming operations.
() COLLATERAL is equipment used in farming operations, or farm products, or accounts, contract rights or general intangibles arising from or relating to the sale of farm products by a farmer.
() COLLATERAL is accounts or contract rights and the records concerning same are kept at
() COLLATERAL is a fixture attached to or to become a fixture attached to the above described land.
(XX) COLLATERAL is being acquired by DEBTOR from SECURED PARTY or is being acquired with the proceeds of the advance evidenced by this agreement.

DEBTOR'S residence is at:
(Address)

COLLATERAL will be kept at:
Same as above.

DEBTOR'S chief place of business is at:
Same as above.

(Address)

The warranties, covenants, terms and agreements on the reverse side hereof are incorporated herein and made a part hereof for all intents and purposes. DEBTOR and SECURED PARTY as used in this Security Agreement include the heirs, executors or administrators, successors or assigns of those parties.

SECURED PARTY:

DEBTOR : PRAISE MEDIA, INC

Herbert Wren
Name

BY: Eugene R. Washington 36
Name
Eugene Washington, President

Earl Jones, Jr.
Name

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

DEBTOR WARRANTS, COVENANTS AND AGREES:

1. TITLE- Except for the security interest hereby granted, Debtor has, or upon acquisition will have, full fee simple title to Collateral free from any lien, security interest, encumbrance, or claim, and Debtor will, at Debtor's cost and expense defend any action which may affect Secured Party's security interest in or Debtor's title to Collateral.
2. FINANCING STATEMENT- No Financing Statement covering Collateral or any part thereof or any proceeds thereof is on file in any public office and at Secured Party's request Debtor will join in executing all necessary Financing Statements in forms satisfactory to Secured Party and will pay the cost of filing same and will further execute all other necessary instruments deemed by Secured Party to be required and pay the cost of filing same.
3. SALE, LEASE, OR DISPOSITION OF COLLATERAL--Debtor will not, without written consent of Secured Party sell, contract to sell, lease, encumber or dispose of collateral or any interest therein until this Security Agreement and all debts secured thereby have been fully satisfied.
4. INSURANCE -- Debtor will insure the Collateral with companies acceptable to Secured Party against such casualties and in such amounts as Secured Party shall require with a standard mortgage clause in favor of Secured Party and Secured Party is hereby authorized to collect sums which may become due under any of said policies and apply same to the obligations hereby secured.
5. PROTECTION OF COLLATERAL- Debtor will keep the Collateral in good order and repair and will not waste or destroy Collateral or any part thereof. Debtor will not use the Collateral in violation of any statute or ordinance and Secured Party will have the right to examine and inspect Collateral at any reasonable time.
6. TAXES-Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use and operation.
7. LOCATION AND IDENTIFICATION-Debtor will keep the Collateral separate and identifiable and at the address shown on the front page hereof and will not remove the Collateral from said address without Secured Party's written consent.
8. ADDITIONAL SECURITY INTEREST--Debtor hereby grants to Secured Party a security interest in and to all proceeds, increases, substitutions, replacements, additions, and accessions to the Collateral. This provision will not be construed to mean that Debtor is authorized to sell, lease, or dispose of Collateral without Secured Party's consent.
9. FUTURE INDEBTEDNESS-- The security interest hereby granted secures the indebtedness described on the front page hereof and all other obligations of Debtor to Secured Party, direct or indirect, absolute or contingent, due or to become due, whether existing or hereafter arising.
10. DECREASE IN VALUE OF COLLATERAL- Debtor will, if in Secured Party's judgment the Collateral has materially decreased in value or if Secured Party shall at any time deem that Secured Party is insecure, either provide enough additional Collateral to satisfy Secured Party or reduce the total indebtedness by an amount sufficient to satisfy Secured Party.
- II. REIMBURSEMENT OF EXPENSES-At Secured Party's option, Secured Party may discharge taxes, lien, interest, or perform or cause to be performed for and in behalf of Debtor any actions and conditions, obligations or covenants which Debtor has failed or refused to perform and may pay for the repair, maintenance and preservation of Collateral and all sums so expended, including (but not limited to) attorney's fees, court costs, agent's fees, or commissions, or any other costs or expenses shall bear interest from the date of payment at the rate of 10% per annum and shall be payable at the place designated in the above described note and shall be secured by this Security Agreement.
12. PAYMENT- Debtor will pay the note secured by this Security Agreement or any renewal or extension thereof and any other indebtedness hereby secured in accordance with the terms and provisions thereof and will repay immediately all sums expended by Secured Party in accordance with the terms and provisions of this Security Agreement.
13. CHANGE OF RESIDENCE OR PLACE OF BUSINESS- Debtor will promptly notify Secured Party of any change of Debtor's residence, chief place of business or place where records concerning accounts and contract rights are kept.
14. ATTORNEY-IN-FACT-Debtor hereby appoints Secured Party Debtor's Attorney-in-fact to do any and every act which Debtor is obligated by this Security Agreement to do and to exercise all rights of Debtor in Collateral and to make collections and to execute any and all papers and instruments and to do all other things necessary to preserve and protect Collateral and to protect Secured Party's security interest in said Collateral.
15. TIME WAIVER- Debtor agrees that in performing any act under this Security Agreement and the note secured thereby that time shall be of the essence and that Secured Party's acceptance of partial or delinquent payments, or failure of Secured Party to exercise any right or remedy shall not be a waiver of any obligation of Debtor or right of Secured Party or constitute a waiver of any other similar default subsequently occurring.
16. DEFAULT -- Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions:
 - a. Default in the payment or performance of any note obligation, covenant or liability contained or referred to herein.
 - b. Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished.
 - c. Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking.
 - d. Loss, theft, substantial damages, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon.
 - e. Substantial change in any fact warranted or represented in this agreement.
 - f. Any time the Secured Party believes that the prospect of payment of any indebtedness secured hereby or the performance of this Security Agreement is impaired.
 - g. Merger or consolidation of Debtor with another.
 - h. Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor.
 - i. Filing any financing statement with regard to the Collateral, other than relating to the security interest.
 - j. Judgment against Debtor.
17. REMEDIES-- Upon the occurrence of any such event of default, and at any time thereafter Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by the Uniform Commercial Code as well as all other rights and remedies possessed by Secured Party. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this Security Agreement at least five (5) days before the time of the sale or disposition. Expenses of re-taking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney's fees and legal expenses.
18. MISCELLANEOUS -- The rights and privileges of Secured Party shall inure to its successors and assigns. All representations, warranties and agreements of Debtor are joint and several if Debtor is more than one and shall bind Debtor's personal representatives, heirs, successors and assigns. Definitions in the Uniform Commercial Code apply to words and phrases in this Agreement. If Code definitions conflict, Article 9 definitions apply. Debtor waives presentment, demand, notice of dishonor, protest, and extension of time without notice as to any instruments and chattel paper in the Collateral, if any.

1) All fixtures, equipment, furniture and other articles of personal property now or hereafter located at or affixed to or used in connection with the Radio Station located at 2929 Signal Hill Road, Longview, Texas 75603, same being upon the following described real property:

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.

2) All right, title and interest now owned or hereafter acquired by Debtor in and to any Federal Communication Commission Operator's license for the Radio Station located at 2929 Signal Hill Road, Longview, Texas 75603.

FOR IDENTIFICATION:

PRAISE MEDIA, INC.
DEBTOR
BY: Eugene R. Washington
Eugene Washington, President

FOR IDENTIFICATION:
Herbert Wren
Herbert Wren, Secured Party
Earl Jones Jr.
Earl Jones, Jr., Secured Party

ATTEST:

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

Attachment 6

AFFIDAVIT

I. Janet Washington, General Manager of AM radio station KARW, Longview, Texas, and Treasurer of Praise Media, Inc., hereby state under pain and penalty of perjury that the following is true to the best of my knowledge, information and belief:

In mid 1990, a corporation doing business as "American Plastic Products, Inc." acquired the property located at 2929 Signal Hill Road in Longview, Texas, which is the land upon which radio station KARW is situated. As of March, 1991, Mr. H.E. Ferrell was serving as General Manager of radio station KARW and as representative of American Plastic Products, Inc. In March of 1991 Mr. Ferrell hired a Mr. Ray Lee Williams as a disc jockey at the station.

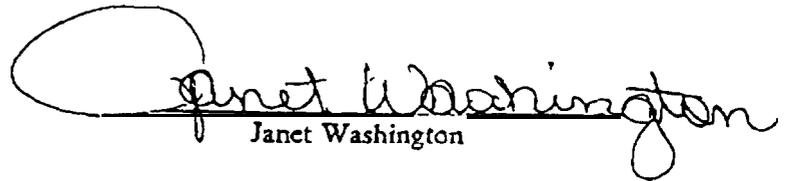
In August or September of 1991, Dr. Herbert Wren and Mr. Earl Jones, Jr. foreclosed on the property at 2929 Signal Hill Road and Mr. Ferrell was removed as General Manager. Mr. Williams was subsequently named General Manager of station KARW. Also in September of 1991, Mr. Williams proposed to start a business to be known as Praise Broadcasting and began negotiations for the purchase of the property located at 2929 Signal Hill. In late September 1991, Janet and Eugene Washington met with Mr. Williams to discuss the terms at which the property could be purchased from Dr. Wren and Mr. Jones. On February 10, 1992, Eugene Washington and Ray Lee Williams, acting as President and Vice-President, respectively, of Praise Media, Inc. entered into an agreement to purchase AM station KARW. Praise Media, Inc. was incorporated in the state of Texas on March 19, 1992.

Under the direction of Praise Media, Inc., KARW's cower was painted in April of 1992. A new Emergency Broadcast System was purchased and installed in November of

1992, and the station's transmitter power has been monitored and regulated since February 1992
The transmitter logs and public reference file are up-to-date.

Praise Media, Inc. is 100 percent minority (African-American) owned and operated and station **KARW** broadcasts programming specifically targeted to its African-American minority audience.

Further the affiant sayeth not.


Janet Washington

Date: 2-9-94

Attachment 7

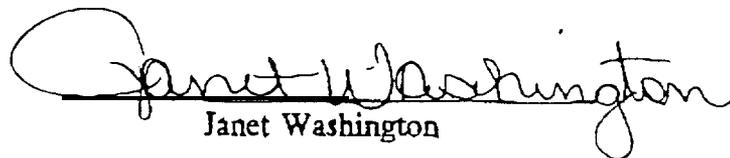
AFFIDAVIT

I, Janet Washington, General Manager of AM radio station KARW, Longview, Texas, and Treasurer of Praise Media, Inc., hereby state under pain and penalty of perjury that the following is true to the best of my knowledge, Information and belief:

I have reviewed the foregoing Appeal and the facts stated therein are true and correct to the best of my knowledge.

In my Affidavit dated February 9, 1994, a copy of which is attached hereto for convenience, I stated that "[o]n February 10, 1992, Eugene Washington and Ray Lee Williams, acting as President and Vice-President, respectively, of Praise Media, Inc., entered into an agreement to Purchase AM station KARW." This statement is entirely true. However, I wish to clarify that statement by affirming that Praise Media, Inc., which was not represented by legal counsel at the time these documents were prepared and executed, not only entered into the agreement to purchase station KARW on February 10, 1992, but also consummated the purchase of the station on that date. It was Praise Media, Inc.'s understanding at that time that the sale of the station could be consummated prior to requesting approval of the license transfer.

Further the affiant sayeth nut.


Janet Washington

Date: 3-3-94

Attachment 8

FEDERAL COMMUNICATIONS COMMISSION

WASHINGTON, D C 20554

IN REPLY REFER TO

September 9, 1992

Certified Mail - Return Receipt Requested

Mr. H. E. Ferrell
c/o Pine Tree Media, Inc.
P.O. Box 7100
Longview, Texas 75607

re: **KARW**
Longview, TX

Dear Mr. Ferrell:

The Commission has received information indicating that there may have been an unauthorized transfer of control of Pine Tree Media, Inc., licensee of Station KARW, Longview, Texas. Moreover, it appears from a December 1990, Commission inspection of the station that various **Commission rules may have** been violated.

The Commission has made no final determination in regard to these matters. So that we may be more fully informed, we request that you provide the following information pursuant to § 73.1015 of the Commission's Rules.

1. List all bank accounts maintained **by** or on behalf of the station from-January 1, 1990, to the present. For each such account, state:

- a. the account number;
- b. the institution where the account is maintained;
- c. who is authorized to sign checks or make withdrawals from **the account**; and
- d. when the account was **opened**, and, if applicable, when the account was closed.

For each such bank account, provide copies of all signature cards from opening of the account to the present.

2. For all persons hired by the stations from January 1, 1990, to the present, state:

- a. name and last known address;
- b. position;
- c. date of hire;
- d. date of departure, if applicable;
- e. who interviewed and hired the employee;
- f. if the employee received any increase in compensation or benefits, who decided that an

45

- increase would be given, and how was it decided:
- g. if the employee was involuntarily separated, the name and title of the person who had the ultimate authority to fire the employee.

3. Did the advertising rates for the station change between January 1, 1990, and the present? If yes, describe fully how the change(s) occurred, who decided that change(s) would occur, and who decided the amount(s) .

4. Identify in whose name accounts payable for the station were listed for the period January 1, 1990, to the present. The accounts referenced should include, but not be limited to, utilities, rent, taxes, entertainment programming, news, and equipment contracts (both purchase and maintenance). As to each account or contract, provide:

- a. a copy of one bill from the periods on or about January 1, 1990, January 1, 1991, and January 1, 1992;
- b. copies of checks drawn to pay each bill submitted in response to (a);
- c. copies of relevant contracts or agreements.

5. With respect to locally produced programs to address issues of concern to the community, which were broadcast between January 1, 1990, and the present, identify by name and job title who decided which issues should be addressed and the **manner** in which they should be addressed.

6. Identify all principals of Pine Tree Media, Inc. from January 1, 1990, to the present. For each person or entity named, describe the interest (equity or debt) held, state when and how each interest was acquired, and state when and how the Commission was notified of the acquisition.

7. List all dates during the months of February and March 1990 when **KARW** (then known as **KLGV**) was off the air and state whether the Commission was notified that the station was off the air, and if so notified, when and how.

8. Identify all principals of American Plastics and describe what role, if any, American Plastics has in the operation of Station **KARW** and when American Plastics commenced the described role.

9. What relationship, contract or understanding, if any, exists between American Plastics and Ferrell & Murray Management with respect to the operation of Station **KARW**. If any writing exists which sets forth the nature of the noted relationship, contract or understanding, submit one copy of each such writing.

10. State **what** effective radiated power the station has used during both daytime and nighttime hours of operation from January 1, 1990, to the present.

11. State what steps, if any, the station has taken since December 1991, to comply with the tower painting requirements of §§ 17.21 - 17.23 of the Commission's Rules.

12. State what steps, if any, the station has taken since December 1991, to comply with Subpart G - Emergency Broadcast System of the Commission's Rules.

13. State what steps, if any, the station has taken since December 1991, to comply with §§ 73.1800, 73.1820 and 73.1840 of the Commission's Rules.

14. State what steps, if any, the station has taken since December 1991, to comply with § 73.3526 of the Commission's Rules.

You may provide any additional information which you believe may be useful in helping the Commission to make a determination in this matter. Your response should be submitted to the Commission within thirty (30) days of the date of this letter. Commission policy requires that responses to its inquiries be signed by the licensee. Failure to respond to this letter within the 30-day period will result in a violation of Section 73.1015 of the Commission's Rules and a possible sanction.

Please direct your response to: James W. Shook, Federal Communications Commission, 2025 M Street, N.W., Suite 7212, Washington, D.C. 20554.

Sincerely,



f Charles W. Kelley
Chief, Enforcement Division
Mass Media Bureau

Attachment 9