

GREENVILLE CO. S. C.

Nov 14 3 05 PM '80

DONN TANNERSLEY
R.H.C.

1524 10512

Mortgagee's Address: P. O. Box 26610, Kansas City, Missouri 64196

STATE OF SOUTH CAROLINA)

MORTGAGE OF REAL ESTATE BY A CORPORATION

COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, EASTSIDE CHILD CARE INVESTORS, a General Partnership organized under the laws of the State of South Carolina (hereinafter referred to as Mortgagor), is well and truly indebted unto CENCOR, Inc. (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Forty-Five Thousand and No/100ths (\$45,000.00) Dollars due and payable with interest thereon in accordance with the terms and provisions of said note the final payment of which, if not sooner paid, is due and payable on November 14, 1984;

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

All that certain piece, parcel or tract of land together with all improvements thereon situate, lying and being on the northern side of East North Street Extension (Old Spartanburg Road) in or near the City of Taylors, County of Greenville, State of South Carolina, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

Together with all and singular rights, members, hereditaments and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and also including all heating, cooling, plumbing, and lighting fixtures and equipment now or hereafter attached, connected or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the trade fixtures and equipment of the Mortgagee, as Lessee, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That the lien of the within mortgage and the rights of Mortgagee hereunder are junior in rank and priority (a) to the lien of that certain mortgage given by Mortgagor to Carolina Federal Savings and Loan Association of

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