

Greenville of even date herewith in the original amount of \$127,000.00 and recorded in the RMC Office for Greenville County, South Carolina, and (b) to the Assignment of Lease from Mortgagor to Carolina Federal Savings and Loan Association of Greenville also of even date and also recorded in the RMC Office for said county and state. Any default by Mortgagor in the performance of the covenants and agreements set forth in said mortgage to Carolina Federal Savings and Loan Association shall constitute a default hereunder.

(2) That the property described herein and covered by the lien of this mortgage is leased to CenCor, Inc., the Mortgagee herein, under Lease with Mark H. Stewart dated July 17, 1980, as amended and as assigned to Mortgagor herein. By delivery of and acceptance of this mortgage and the note hereby secured, it is understood and agreed by Mortgagor and Mortgagee that in the event of any default in the payment of the rental or any default in the performance of any other covenant or agreement called for under said Lease by CenCor, Inc., as Lessee, the indebtedness secured hereby and this mortgage shall, at the option of Mortgagor, be null and void and of no further force and effect.

(3) That if there is a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, and provided such default shall not have been cured within thirty (30) days following written notice by Mortgagee to Mortgagor of the default, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(4) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(5) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers as of this the 14 day of November, 1980.

Signed, sealed and
delivered in the presence of:

G. Mason Pritchard
Boyle J. McDavid

EASTSIDE CHILD CARE INVESTORS (SEAL)

By: Mark H. Stewart
General Partner

And: Henry G. Gordon
General Partner

And: J. Carl Freeman
General Partner