

Nov 6 11 57 AM '79

STATE OF SOUTH CAROLINA,
COUNTY OF Greenville

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1487 PAGE 426

THIS MORTGAGE, made this the 31st day of October, 19 79 by and between Kinder-Care Learning Centers, Inc., of Montgomery, Alabama, hereinafter referred to as "Mortgagor" (whether one or more persons) and Jefferson Standard Life Insurance Company of Greensboro, N. C., hereinafter referred to as "Mortgagee";

WITNESSETH:

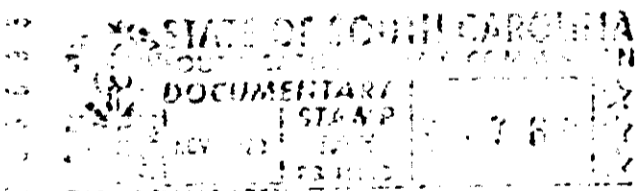
WHEREAS, said Mortgagor is indebted to Mortgagee in the principal amount of One Hundred Forty-Four Thousand and No/100----- (\$144,000.00) Dollars for money loaned, as evidenced by a promissory Note dated this day, with interest thereon at the rate set forth in said Note. Said principal and interest are payable as follows:

\$ 1,451.00 on the 1st day of December, 19 79, and the same amount on the same day of each month thereafter up to and including the 1st day of November ~~1979~~ 2001, on which date the balance of the principal and all accrued interest shall be due and payable. Each monthly payment is to be applied first to payment of interest on the then unpaid principal balance of said Note and the remainder is to be applied in reduction of the principal sum.

Both principal and interest are payable in lawful money of the United States to Mortgagee at its corporate headquarters or at such other place as Mortgagee may from time to time designate, and are secured by this Mortgage as will more fully appear by reference to said Note and the terms and provisions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that, in consideration of said loan from Mortgagee to Mortgagor and to secure the payment of the principal and interest to be paid upon said Note, as set forth above, and to secure the payment of all other sums advanced to or for the benefit of said Mortgagor pursuant to the provisions of said Note or this Mortgage, and to secure the punctual observance and performance by Mortgagor of all other terms, provisions and covenants as set forth in said Note and this Mortgage, and also in consideration of the further sum of Ten Dollars to said Mortgagor in hand well and truly paid by said Mortgagee at and before the sealing and delivery of this Mortgage, the receipt whereof is hereby acknowledged, Mortgagor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto said Mortgagee, its successors or assigns, the following described property situated in the County of Greenville, State of South Carolina:

SEE ATTACHED EXHIBIT "A"



TOGETHER with all the easements, ways, rights, privileges and appurtenances to the same belonging, including but not limited to all the buildings and improvements now and hereafter located thereon, and together with all wall-to-wall carpeting, screens, awnings, landscaping, escalators, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, air conditioning and lighting fixtures, equipment, and/or apparatus now or hereafter attached to or forming a part of said premises, all of which shall be deemed realty and conveyed by this Mortgage, and all rents, issues and profits which may at any time arise or be had from any portion or all of said premises, and any movable property hereinbefore described.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto said Mortgagee, its successors or assigns, in fee simple forever.

And Mortgagor does hereby covenant and agree with Mortgagee that he is indefeasibly seized of said land and tenements in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the form and manner as aforesaid, hereby fully and absolutely waiving and releasing all rights and claims he may have in or to said lands, tenements and property; and that the same are free of all liens and encumbrances; and that he will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

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