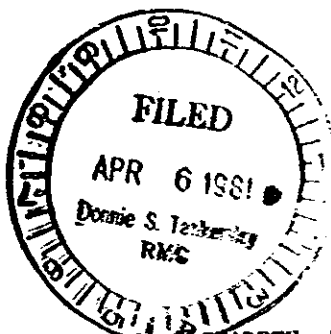


AFFIDAVIT  
FILED

240 Magnolia St.  
Greenville, S.C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

WHEREAS, TREV A. NEUBURGER and ELIZABETH H.G. NEUBURGER (Mortgagors) are accomodation endorsers on a Promissory Note given by Children's Learning Center, Inc. to HAROLD E. McELHENNEY and MARY ELLEN J. McELHENNEY (Mortgagees) in the sum of Two Hundred Fifty Thousand (\$250,000) Dollars, due and payable with interest and upon such terms as recited in said Note; and

WHEREAS, Mortgagors wish to further secure the payment of said Note as agreed with Mortgagees;

NOW KNOW ALL MEN, That the Mortgagors, in consideration of the aforesaid debt and in order to secure the payment thereof, and of any other and further sums for which the Mortgagors may be indebted to the Mortgagees at any time for advances made to or for their accounts by the Mortgagees, and also in consideration of the further sum of Three (\$3) Dollars to the Mortgagors in hand well and truly paid by Mortgagees 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 to Mortgagees, their heirs and assigns all the following real property (hereinafter referred to as mortgaged premises):

All that lot or parcel of land situate, lying and being in the County of Greenville, State of South Carolina, being shown on a plat made for Land-Lease Corp. by Blackwood Associates, Inc., dated December 9, 1977, and being more particularly described as follows: BEGINNING at a point on the north side of East North Street at a common boundary with property now or formerly of Lafferty; thence N. 8-31 W. 158.9 feet to a point; thence N. 74-40 E. 68.4 feet to a point; thence N. 73-30 E. 234 feet to a point; thence S. 23-59 E. 114.8 feet to a point; thence S. 67-34 W. 157.8 feet to a point; thence S. 65-25 W. 184.4 feet to the point of beginning. This is the same property conveyed to Wando Corp. by deed recorded in Deed Book 1128, Page 159, and by Wando Corp. to the Mortgagors by deed to be recorded herewith.

Contemporaneously herewith mortgages are being given by Children's Learning Center, Inc. to the Mortgagees herein to secure the indebtedness secured by this mortgage.

TOGETHER With all and singular the rights, members, hereditaments and appurtenances to the said mortgaged premises belonging, or in anywise incident or appertaining, and all of the rents, issues and profits which may arise or be had therefrom, and all improvements and fixtures now or hereafter situated and attached.

TO HAVE AND TO HOLD all and singular the mortgaged premises unto Mortgagees and their heirs and assigns of Mortgagees forever.

Mortgagors covenant that Mortgagors are lawfully seized of the mortgaged premises in fee simple absolute, that Mortgagors have the right and are lawfully authorized to sell, convey and encumber the same, and that the mortgaged premises are free and clear of all encumbrances except as provided herein. Mortgagors further covenant to warrant and forever defend all and singular the mortgaged premises unto Mortgagees, their heirs and assigns, from and against Mortgagors and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagors and Mortgagees, that if Mortgagors pay or cause to be paid to Mortgagees the debt secured hereby, the estate herein granted shall cease and be utterly null and void, otherwise said estate shall remain in full force and effect.

It is agreed that Mortgagors shall be entitled to hold and enjoy the mortgaged premises until a default as herein defined has occurred.

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