

THE STATE OF ALABAMA
COUNTY OF SHELBY

Subordinated Real Estate Mortgage, Security Agreement and Financing Statement dated effective August 6, 2004, executed by Odyssey Inverness, LLC, an Alabama limited liability company ("**Mortgagor**"), to the undersigned, covering the Property, recorded in the official records of Shelby County, Alabama, securing that certain \$600,000.00 promissory note and that certain \$90,000.00 promissory note, both dated effective August 6, 2004, executed by Gordon R. Mitchell payable to the order of the undersigned, and all renewals, modifications, extensions and amendments thereof,

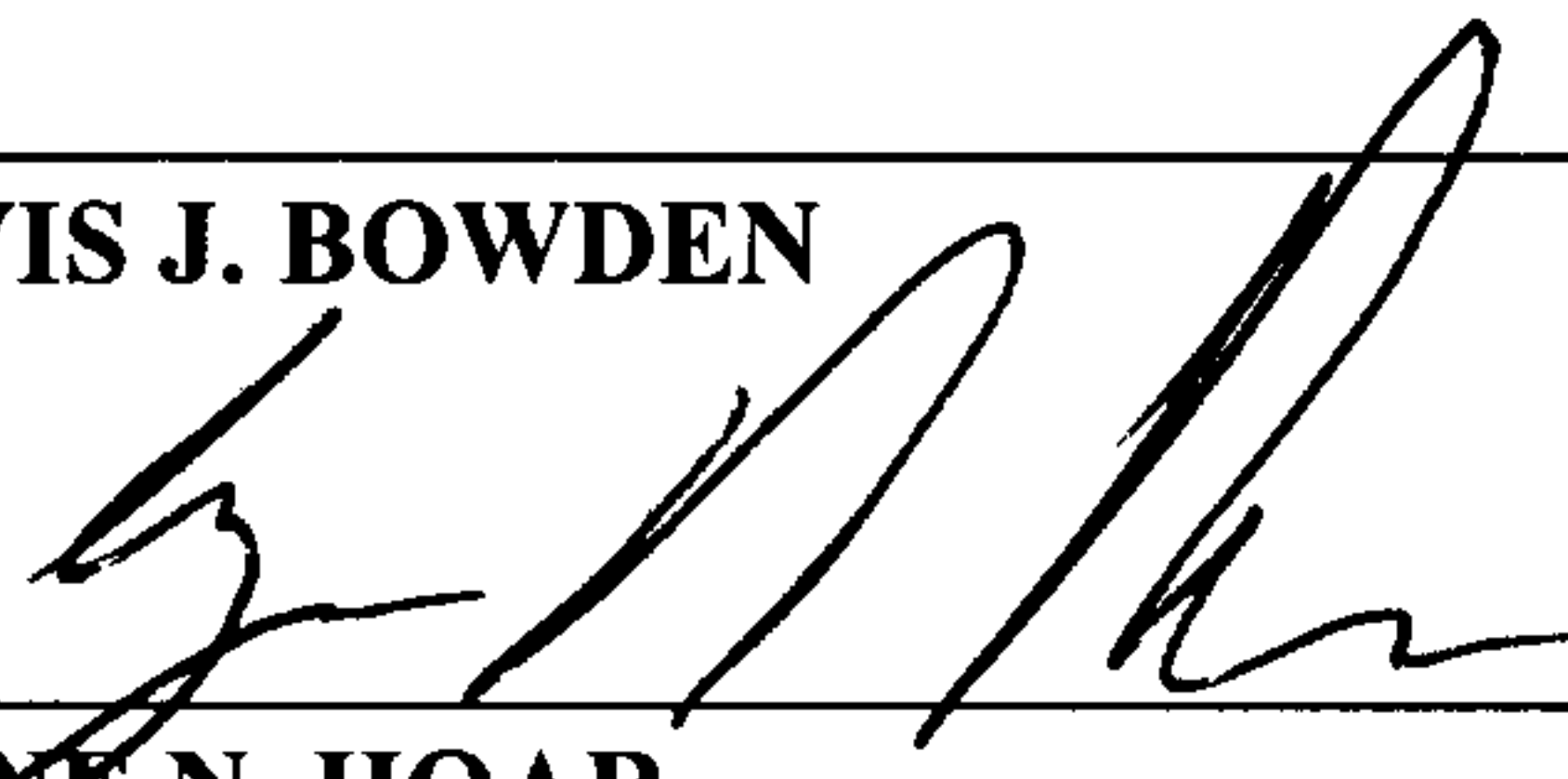
- (i) Mortgage and Security Agreement dated effective August 6, 2004, executed by Mortgagor to Lender, covering the Property, recorded in the official records of Shelby County, Alabama, and Assignment of Rents and Leases dated effective August 6, 2004, executed by Mortgagor to Lender, covering the Property, recorded in the official records of Shelby County, Alabama, securing that \$2,307,500.00 promissory note dated effective August 6, 2004, executed by Mortgagor payable to the order of Lender; and all renewals, modifications, extensions and amendments thereof; and
- (ii) Mortgage and Security Agreement dated effective August 6, 2004, executed by Mortgagor to Lender, covering the Property, recorded in the official records of Shelby County, Alabama, and Assignment of Rents and Leases dated effective August 6, 2004, executed by Mortgagor to Lender, covering the Property, recorded in the official records of Shelby County, Alabama, securing that

\$1,800,000.00 promissory note dated effective July 8, 2004, executed by Odyssey Child Development Trace Crossings, LLC, a Delaware limited liability company, payable to the order of Lender; and all renewals, modifications, extensions and amendments thereof.

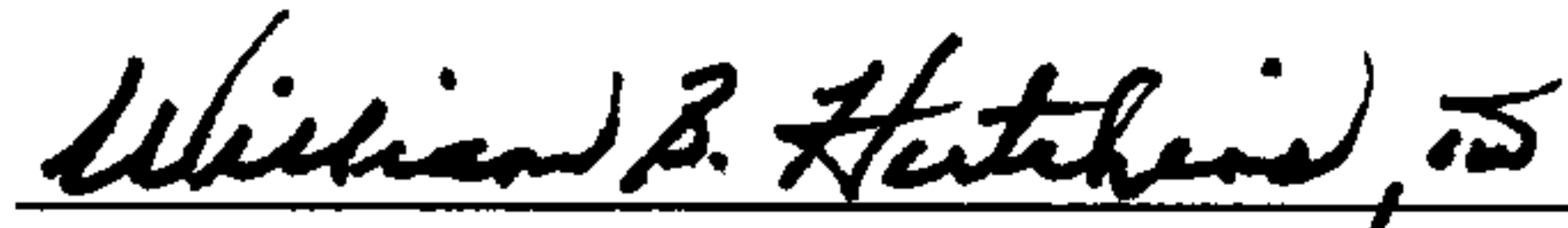
This Agreement shall be fully binding upon the undersigned, its successors and/or assigns, and shall inure to the benefit of and be enforceable by the Lender and its successors and assigns.

WITNESS THE EXECUTION HEREOF, effective the 6th day of August, 2004.

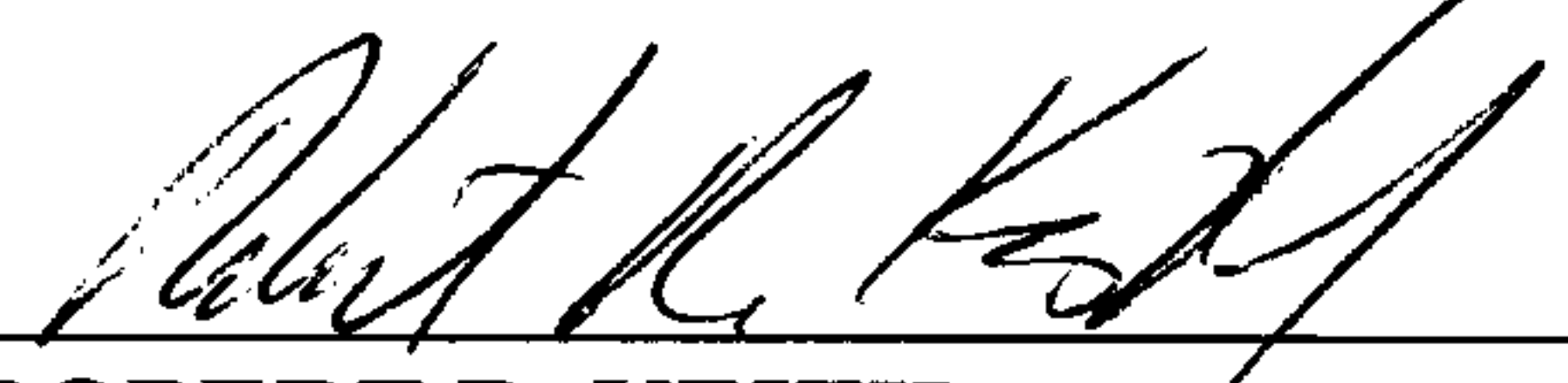
TRAVIS J. BOWDEN



WAYNE N. HOAR



WILLIAM B. HUTCHINS, III



ROBERT R. KEITH

STATE OF ALABAMA)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Travis J. Bowden, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of August, 2004.

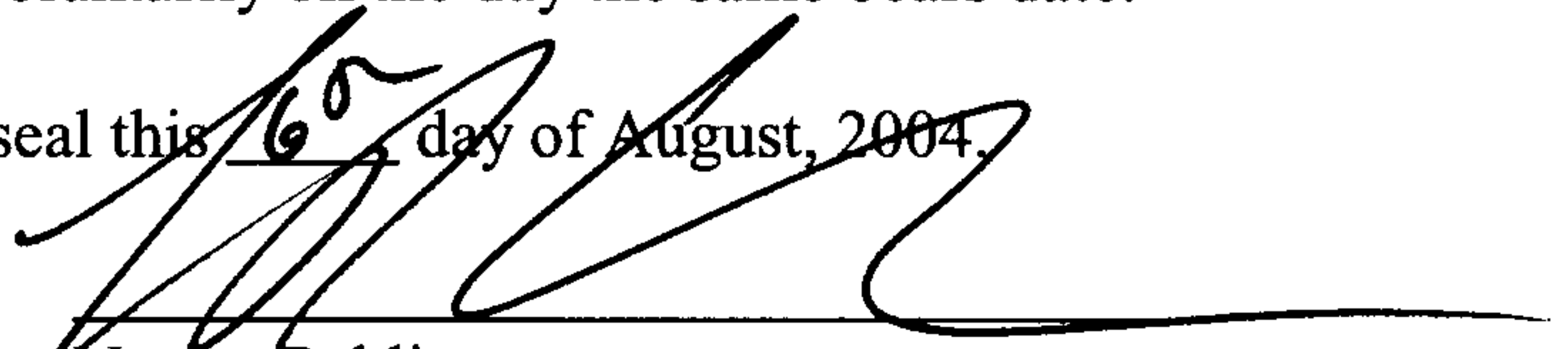
Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wayne N. Hoar, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of August, 2004.



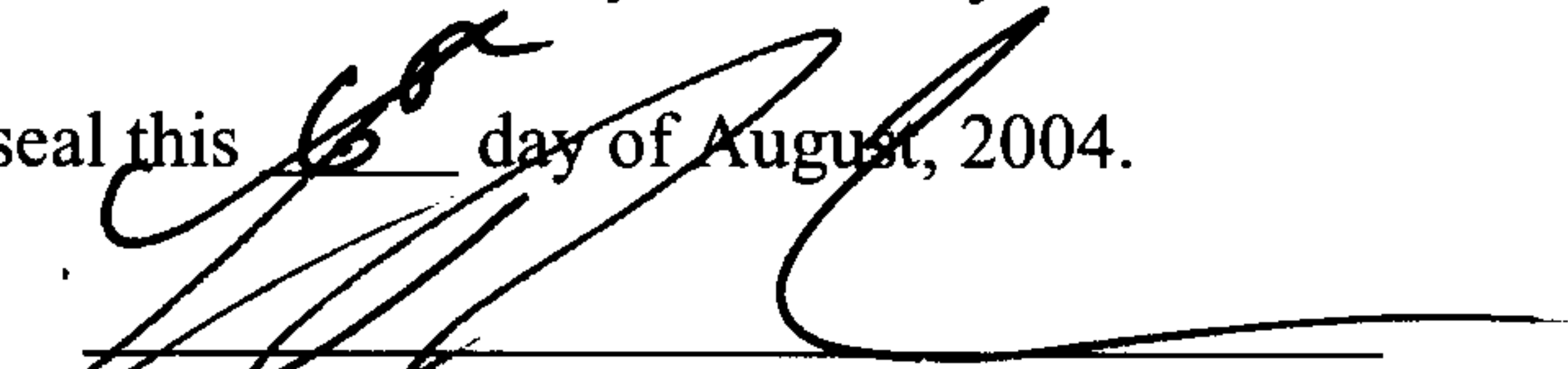
Notary Public

My Commission Expires: 5/14/06

STATE OF ALABAMA)
)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William B. Hutchins, III, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of August, 2004.



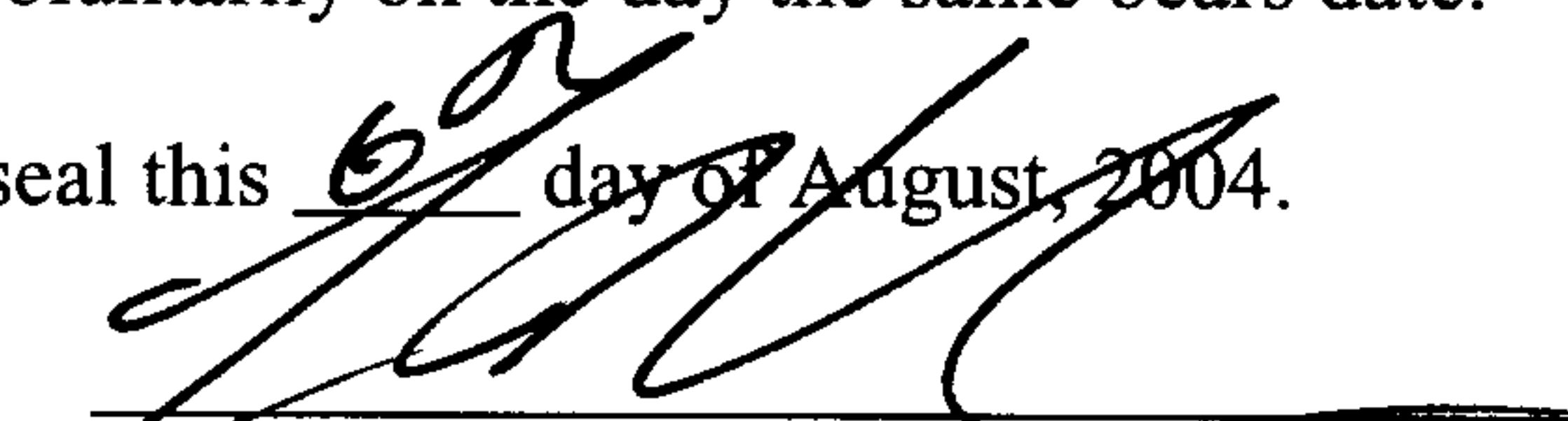
Notary Public

My Commission Expires: 5/14/06

STATE OF ALABAMA)
)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert R. Keith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of August, 2004.



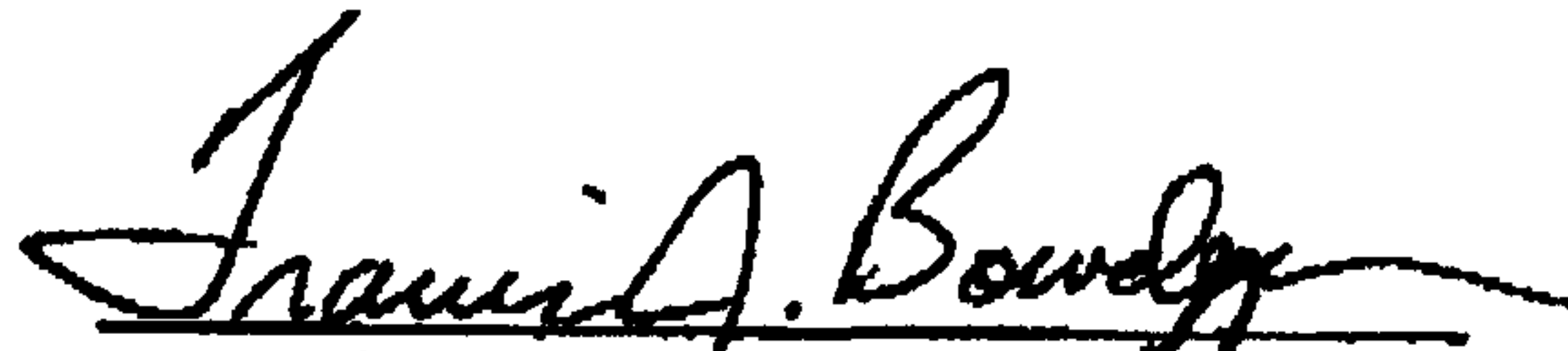
Notary Public

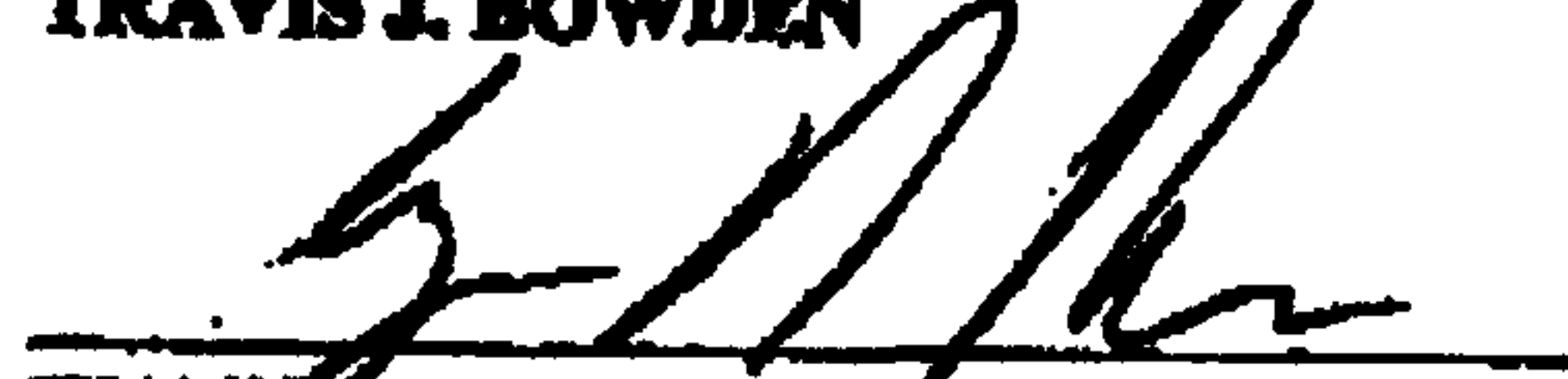
My Commission Expires: 5/14/06

\$1,800,000.00 promissory note dated effective July 8, 2004, executed by Odyssey Child Development Trace Crossings, LLC, a Delaware limited liability company, payable to the order of Lender, and all renewals, modifications, extensions and amendments thereof.

This Agreement shall be fully binding upon the undersigned, its successors and/or assigns, and shall inure to the benefit of and be enforceable by the Lender and its successors and assigns.

WITNESS THE EXECUTION HEREOF, effective the 6th day of August, 2004.


TRAVIS J. BOWDEN


WAYNE N. HOAR


WILLIAM B. HUTCHINS, III


ROBERT R. KEITH

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Travis J. Bowden, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of August, 2004.


Notary Public

My Commission Expires: 5/21/2005

EXHIBIT "A"
DESCRIPTION OF REAL PROPERTY

Parcel 1

Lot 2-B, according to a Resurvey of Lot 2, Heatherbrooke Office Park, as recorded in Map Book 12 page 36, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel 2

Part of Lot 1, Heatherbrooke Office Park Resurvey, as recorded in Map Book 23 page 46, in the Office of the Judge of Probate of Shelby County, Alabama, being situated in Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of the SW 1/4 of the NE 1/4 of said Section 36, and run thence South 88 deg. 15 min. 29 sec. East along the northerly line of the SW 1/4 of the NE 1/4 of said Section 36 for a distance of 179.93 feet; thence leaving said northerly line South 01 deg. 44 min. 02 sec. West for a distance of 169.47 feet to the point of beginning of the parcel herein described; thence South 79 deg. 32 min. 29 sec. East for a distance of 179.18 feet; thence South 18 deg. 35 min. 30 sec. West for a distance of 80.00 feet to the northeasterly corner of Lot 2-B, Heatherbrooke Office Park, as shown on the Map or Plat thereof, recorded in Map Book 12, page 36, in the Office of the Judge of Probate of Shelby County, Alabama; thence run north 75 deg. 12 min. 10 sec. West along the northerly boundary line of said Lot 2-B, for a distance of 158.00 feet; thence leaving said northerly boundary line North 01 deg. 44 min. 02 sec. East for a distance of 68.03 feet to the point of beginning; being situated in Shelby County, Alabama.