

Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Mortgage shall be governed by and construed according to the laws of the State of South Carolina.

Defeasance Clause. If Mortgagor pays to Mortgagee said principal sum and all other sums payable by Mortgagor to Mortgagee as are hereby secured, in accordance with the provisions of the Note and in the manner and at the times therein set forth, without deduction, fraud, or delay, then and thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything herein contained to the contrary notwithstanding.

IN WITNESS WHEREOF, Maker has duly executed this Mortgage under seal the day and year first above mentioned.

Witness:

[Signature]

THE SEVILLE APARTMENTS OF  
GREENVILLE S.C.

By [Signature] (SEAL)  
Herbert J. Wright, General Partner

[Signature]

By [Signature] (SEAL)  
Gerald C. Wallace, Jr., General Partner