

or related thereto and to pay a reasonable fee to Mortgagee to cover expense of charging Mortgagee's records.

28. It is further agreed that all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators, successors, and assigns, as the case may be, of the Mortgagor and shall inure to the benefit of and be available to the executors, administrators, successors, and assigns, as the case may be, of the Mortgagee.

29. The terms and provisions of this Mortgage are to be governed by the laws of the State of South Carolina.

30. If any provision of this Mortgage, the Note, Construction Loan Agreement, or any other instrument securing said Note, shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provisions is contained, nor the application of the provisions to other persons, entities, or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

31. All agreements between the Mortgagor and the Mortgagee under this Mortgage and under the Note secured hereby are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds of said Note, acceleration of maturity of the unpaid principal balance thereof, or otherwise, shall the amount paid or agreed to be paid to the holder of said Note for the use, forbearance, or detention of the money to be advanced thereunder exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable and enforceable thereto. If, from any circumstances whatsoever, fulfillment of any provisions of this Mortgage securing said Note, or by any other agreements referred to herein or therein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable and enforceable hereto or thereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and