

counsel shall be employed to collect this Mortgage Note or any monthly installment due hereunder, and whether or not this Mortgage Note is collected through probate and consent that the holder hereof at the request of any other person liable hereon, without notice, may extend the time of payment or otherwise modify the terms of payment of any part or the whole of the debt evidenced hereby and such consent shall not alter nor diminish the liability of any person liable hereon.

The Maker hereof shall have the right to prepay in whole or in part and without penalty after sixty (60) days advance written notice to the holder hereof. Until the entire indebtedness hereunder is fully paid, the making of any prepayments shall not reduce or defer the Maker's obligation to make the regular monthly payments of interest as hereinabove set out.

All agreements between the Maker and the Payee of this Mortgage Note are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of deferment in accordance with this Mortgage Note or any agreement, or advancement of the loan proceeds, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the holder hereof for the loan, use, forbearance, or detention of the money to be advanced hereunder exceed the maximum permissible rate under applicable law. If, from any circumstance whatsoever, fulfillment of any provision hereof or of the Mortgage of even date herewith covering realty situate in Greenville County, South Carolina, made by the Maker to the Payee to secure this Mortgage Note, or of any other agreement between the parties, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the maximum limit of such validity and if for any circumstances whatsoever, the holder of this Mortgage Note shall ever receive interest, the amount of which would exceed the