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SECTION 3.05. No provision in this Mortgage or in the Note shall require the payment or permit the collection of interest in excess of the maximum amount permitted by law in commercial construction or permanent mortgage loan transactions between parties of the character of the parties hereto. The Mortgagor shall not be obligated to pay any interest in excess of such maximum amount.

SECTION 3.06. This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same mortgage.

SECTION 3.07. The information set forth on the cover hereof is hereby incorporated herein.

SECTION 3.08. Neither Greenville nor Carlyle shall be personally liable for the performance of, or compliance with, any of the covenants or obligations of or incorporated in this Mortgage and the Mortgagee shall look solely to the Mortgaged Property in the pursuit of its remedies set forth herein or provided by law and the Mortgagee shall not be entitled to any deficiency judgment against Greenville or Carlyle as a result of the pursuit thereof; provided, however, that nothing herein contained shall modify or discharge the personal liability of the Borrower or its successors or assigns, or any guarantor of the obligations secured by this Mortgage.

