

Notwithstanding any provisions herein or in any instrument now or hereafter evidencing and securing said indebtedness, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of South Carolina.

Notwithstanding anything to the contrary provided for herein the parties agree that this Mortgage and any Lease affecting the Premises or any leasehold estate and fee estate shall at no time and in no event merge by operation of law or otherwise, but shall remain separate and distinct.

Whenever the word "Mortgagor" is used in this instrument, it is intended by the undersigned to refer to and include mortgagor's successors and assigns, including any subsequent purchasers or transferees of the mortgaged property, and it is further agreed that whenever the word "Mortgagee" is used in this instrument it is intended to include the Mortgagee's successors and assigns.

IN WITNESS WHEREOF, the Mortgagor, has caused these presents to be executed in its name this 13th day of January, in the year of our Lord One Thousand Nine Hundred and Seventy-eight

GREENVILLE ASSOCIATES

WITNESSED:

By:

AS PARTNER

Mark J. Ger
Gary J. Strauss

Clark Truman

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