

ARTICLE 29. It is specifically agreed that the parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permitted by law. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party paying same.

ARTICLE 30. All of the terms and conditions of the commitment upon which the Loan secured hereby was predicated are incorporated herein by this reference and made a part hereof and should Mortgagor default with respect to any term or condition thereof, such default shall constitute a default hereunder and under the Note hereby secured.

ARTICLE 31. This Mortgage, together with the various written instruments heretofore incorporated herein by reference, represents the entire agreement between the parties and no alteration or amendment thereof shall be effective unless in writing and signed by the parties sought to be charged or bound thereby, and each and every portion of this mortgage shall apply to and bind the respective distributees, legal representatives, successors and assigns of the parties hereto.

ARTICLE 32. Manley Furman Haywood has joined in the execution of this mortgage for the purpose of subordinating his right, title and interest in the above described property to the lien of this mortgage. In consideration of the execution hereof by Manley Furman Haywood, Mortgagee hereby agrees, that, the other provisions of this mortgage and the note secured hereby to the contrary notwithstanding, Mortgagee shall give to Manley Furman Haywood written notice of any default of Mortgagor under the terms hereof, which notice is given by Mortgagee to Mortgagor and Manley Furman Haywood, his administrators, heirs and assigns, shall have a period of thirty (30) days from the date of such notice in which to cure such default. The notice required to be given by Mortgagee shall be deemed to have been given upon its deposit in the United States Mails, Registered, Return Receipt Requested, postage prepaid, addressed to Manley Furman Haywood, at Rt. 10, Miller Road, Greenville, S.C. 29607, or such other address as may have furnished Mortgagee in writing.

WITNESS the due execution hereof by Mortgagor this 2nd day of March, 1984.

HAVERTY FURNITURE COMPANIES, INC.

BY L. O. Gray
SENIOR VICE PRESIDENT AND
TREASURER

ATTEST H. T. Bechtel
SECRETARY

AS TO HAVERTY FURNITURE COMPANIES, INC. IN THE PRESENCE OF:

[Signature]
[Signature]

(CORPORATE SEAL)

Manley Furman Haywood (SEAL)
MANLEY FURMAN HAYWOOD

AS TO MANLEY FURMAN HAYWOOD IN THE PRESENCE OF:

[Signature]
[Signature]

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