

(6) In Refinancing, the forms customarily utilized by the holder of the New Mortgage for similar properties shall be used and if the holder of the New Mortgage has no forms which are customarily used for such property, the customary forms of an institutional lender who makes loans on similar properties shall be used;

(7) The mortgagee shall request the holder of the New Mortgage to utilize provisions equivalent to those contained herein for insurance and condemnation proceeds;

(8) The New Mortgage(s) shall not be cross-collateralized with any other mortgage or loan, and shall cover only the Mortgaged Premises. The maturity date of this Wraparound Mortgage for the purpose of this paragraph shall be deemed to be the maturity date when pursuant to the terms of this Wraparound Mortgage, the unpaid principal amount thereof is stated herein to become due and payable.

The mortgagor agrees to execute any and all documents which may be necessary to effectuate such Refinancing, provided such documents shall provide for an exculpation of the mortgagor from personal liability. Upon the mortgagor's failure to execute such documents within ten days of the mortgagee's written request therefor, the unpaid principal balance due on this Wraparound Mortgage, and interest, shall become due at the option of the mortgagee, in the same manner as failure of the mortgagor to pay interest or principal under this Wraparound Mortgage. Any additional mortgage placed by the mortgagor on the Mortgaged Premises or any part thereof shall be expressly subordinate to the mortgagee's right of Refinancing.

54. Default. Any default under the terms of any note which this Wraparound Mortgage secures shall be deemed a default under this Wraparound Mortgage and each of the terms, covenants, and conditions of such note are incorporated in and made a part of this agreement.

55. No usury. Anything herein to the contrary notwithstanding, the mortgagor and mortgagee agree that the mortgagee does not at any time intend to charge, nor does the mortgagor have any obligation to pay, interest at a rate which shall exceed the limits specified under the laws of the State of South Carolina or which would permit the mortgagor to raise a defense of usury under the now existing or hereinafter adopted laws of South Carolina applicable to this agreement.

In the event that any interpretation of the provisions of this agreement would require the mortgagor to pay interest or other fees or sums, which, if paid, in the opinion of the mortgagee or its counsel would constitute a violation of the above-mentioned intention of the parties hereto, then mortgagee shall advise the mortgagor in writing as to what