

enforced according to and governed by the laws of the State of S. C. Any provision of this Mortgage which provides, in substance, that any advance, expense or other payment by Mortgagee shall bear interest at the highest lawful rate permitted by applicable law shall be deemed to mean the highest lawful rate of interest which may be agreed by contract between parties to debt instruments.

8.22 Modification Procedure. This Mortgage or any loan document cannot be modified except by an instrument in writing executed by the party against whom enforcement of the change is sought. No requirement of this Mortgage or any loan document can be waived at any time except by a writing signed by the Mortgagee, nor shall any waiver be deemed a waiver of any subsequent breach or default of the Mortgagor.

8.23 Third Parties. This Mortgage is solely for the benefit and protection of Mortgagee and its successors, transferees and assigns. The parties intend that no other person or entity is to have any claim or any interest under this Mortgage, and no other person or entity is to have any right of action hereon or hereunder. Mortgagee shall not in any way or for any purpose be deemed to be or to have become a partner of or a joint venturer or a member of a joint enterprise with Mortgagor in connection with the operation of the Property.

8.24 Captions. The headings or capitons of the Articles, sections, paragraphs, and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

WITNESS the Mortgagor's hand and seal this 2nd day of June, 1983.

SIGNED, sealed and delivered in the presence of:

A. Michael Spivey
Betsy A. Bennett

SUNBELT PROPERTIES, INC.

BY: Donald E. Wagner (LS)

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 2nd day of June, 1983.

A. Michael Spivey (LS)
Notary Public for S. C.
My Commission Expires: 1/20/93

Betsy A. Bennett

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