

3.02 Addresses for Notices, Etc. Any notice, report, demand, or other instrument authorized or required to be given or furnished under this Mortgage to Mortgagor or Mortgagee shall be deemed given or furnished in accordance with the Contract.

3.03 Headings. The headings 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 expand or otherwise affect any of the terms hereof.

3.04 Invalid Provisions to Affect No Others. In the event that any of the obligations, covenants, agreements, terms or provisions contained in the Contract, this Mortgage, or any other instrument securing the Contract shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining obligations, covenants, agreements, terms, or provisions contained herein and in the Contract and any other instrument securing the Contract shall be in no way affected, prejudiced, or disturbed thereby.

3.05 Changes, etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged, or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

3.06 Governing Law. This Mortgage shall be construed, interpreted, enforced, and governed by and in accordance with the laws of the State of South Carolina (excluding the principles thereof governing conflicts of law).

3.07 Default Rate. The Default Rate shall be the rate at which the loan balances outstanding under the Contract shall bear interest.

3.08 Number, Gender. All references herein to the singular number shall, where appropriate, include and refer to the plural, and vice versa. All references herein to any particular gender shall, where appropriate, include and refer to either or both of the other genders.

3.09 Contract to Govern. In the event of a conflict between any of the language, terms, provisions, obligations, covenants, agreements, and conditions herein and those in the Contract, the Contract shall govern.