

secured hereby or otherwise, shall the amount paid or agreed to be paid to the Mortgagee for the use, forbearance or detention of the money advanced or to be advanced hereunder exceed the highest lawful rate permissible under the laws of the State of South Carolina as applicable to Mortgagor. If, from any circumstances whatsoever, fulfillment of any provision hereof, of the Note or of any other agreement securing the debt, at the time performance of such provision shall be due, shall involve the payment of interest in excess of that authorized by law, the obligation to be fulfilled shall be reduced to the limit so authorized by law, and if from any circumstances, the Mortgagee shall ever receive as interest an amount which would exceed the highest lawful rate applicable to the Mortgagor, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the debt secured hereby and not to the payment of interest.

33. Mortgagor shall furnish to Mortgagee a copy of any environmental impact statement prepared by Mortgagor and submitted, or to be submitted, to a governmental agency, whether or not required by law. Mortgagor shall also furnish to Mortgagee copies of all responses received in connection therewith.

34. Mortgagor agrees that any sum or sums which may be loaned or advanced by the Mortgagee to the Mortgagor at any time within twenty (20) years from the date hereof, together with interest thereon at the rate agreed upon at the time of such loan or advances, shall be equally secured with and have the same priority as the original indebtedness to the same extent as if such further or future advances or loans were made on the date hereof and shall be subject to all of the terms and provisions of this Mortgage. The total amount of indebtedness that may be secured by this Mortgage may increase or decrease from time to time provided that the aggregate amount of principal outstanding at any time shall not exceed Nineteen Million Two Hundred and Thirty Thousand Dollars (\$19,230,000).

35. Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and every mention hereof of the Mortgagor and Mortgagee shall include heirs, executors, legal representatives, administrators, successors and assigns of the party so designated.

36. The warranties, covenants, conditions, representations and agreements contained in this Mortgage shall run with the land and bind the Mortgagor, and its heirs, executors, administrators, successors and assigns and shall be construed as including any subsequent owner or owners of the Premises and shall inure to the benefit of the Mortgagee, its successors and assigns and all subsequent holders of this Mortgage.

37. Time is of the essence in the performance by Mortgagor of all of its obligations, covenants and agreements contained herein.

38. For purposes of this Mortgage and other documents executed as security for the payment of the Note, the term Default Rate shall mean three percent (3%) per annum in excess of the then applicable Contract Rate, as defined in the Note without regard to the maximum rate, but never more than the highest rate permitted by law.

39. Anything to the contrary herein contained notwithstanding, it is expressly understood and agreed that nothing in the Note or this Mortgage shall impose liability on Mortgagor or any partner thereof personally to pay this Note or any interest that may accrue hereon. WCC shall look solely to the property which is the subject of the Mortgage securing the Note or property covered by any Security Agreement or Assignment of Leases, Rents and Profits executed in connection herewith for the payment thereof by the enforcement of the liens and security interest; provided, however, that nothing herein contained shall be construed to release or impair the indebtedness evidenced by the Note, the rights of WCC under any other instrument executed in connection herewith or the lien or security interest upon the property covered by the Mortgage, or any Security Agreement, Assignment of Leases, Rents and Profits or any other instrument executed in connection herewith, or precluding the application of said property to the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

4328-NV-2