4.03 shall control over all other provisions of the Note and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Note shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Note to a rate in excess of that permitted to be charged by the laws of the State of South Carolina, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, be immediately applied by Mortgagee to pay the balance under the Note.

4.04 Statements by Mortgagor. Mortgagor, within ten days after being given notice by mail, shall furnish to Mortgagee a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Mortgage and stating whether any offset or defense exists against such principal and interest.

4.05 Release of Lien. When all sums secured hereby have been paid, and upon surrender of this Mortgage and the Note to Mortgagor for cancellation, Mortgagee shall release the lien of, without warranty, any portion of the Property then held hereunder. The recitals in such release of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any release may be described as "the person or persons legally entitled thereto".

4.06 Notice. Any notice expressly provided for under this Agreement shall be in writing, shall be deemed sufficiently given if given either manually or by telex, telecopier, telegram, radiogram, or other comparable electronic means (in each case with all charges therefor prepaid) to the party to be notified at its address set forth below. Any party and any representative designated below may, by notice to the others, change its address for receiving such notices.

        If to Mortgagor:
            Daniel Properties 17
            1900 Daniel Building
            Birmingham, Alabama 35233

            Attn: Treasurer or Secretary of
                  The Seventeenth Daniel Realty
                  Investment Corporation

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