

circumstances or contingencies whatsoever, to pay interest in excess of that authorized by law, such obligation shall, ipso facto, be reduced to the limit of such validity, and, notwithstanding the susceptibility of any such term or provision of such construction, neither the Mortgagor nor any other person or entity obligated in any manner on any such indebtedness shall ever be required or obligated under the terms hereof or under the terms of the Note or otherwise to pay interest in excess of that authorized by law.

26. The covenants contained in this Mortgage shall run with the Land and shall bind the Mortgagor, its successors and assigns, and all subsequent encumbrancers, tenants and subtenants of the Property and shall inure to the benefit of the Mortgagee, and its successors and assigns.

27. This Mortgage is subject and subordinate to all of the terms, provisions and conditions of the mortgage covering the Property between Eccelston Properties, Ltd., as mortgagor, and the American Federal Bank, F.S.B. of Greenville, as mortgagee, securing an indebtedness in the amount of \$18,235,000 (the "First Mortgage").\*

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor as of the day and year first above written.

GREENVILLE AMERICAN LIMITED  
PARTNERSHIP

By Richard L. Farren  
Richard L. Farren,  
General Partner

Signed, sealed and  
delivered in the  
presence of:

Valerie Eichen

\* and the mortgage from Eccelston Properties, Ltd. to American Federal Bank, F.S.B. in the amount of \$ 350,200.00.

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