

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 prepay the Adjusted Principal 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, without warranty, the lien on 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, by Federal Express (or a comparable overnight delivery service) 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 such notice or demand shall be deemed given or made (as the case may be) on the date it is actually delivered to the intended recipient, unless such date is not a business day, in which event it shall be deemed given or made (as the case may be) on the next succeeding business day. 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: Mr. T. Charles Tickle