

- (b) The "Mortgagee" shall mean the mortgagee herein named and any subsequent holder or holders of this Mortgage and its or their respective successors and assigns;
- (c) "Person" shall mean an individual, corporation, partnership, trust, unincorporated organization or government, or any agency or political subdivision thereof, or any business or legal entity;
- (d) "Lease" shall mean every lease or occupancy agreement for the use or hire of all or any portion of the Property which shall be in effect at the date hereof, or which shall hereafter be entered into by or on behalf of the Mortgagor; and
- (e) "Interest Rate" shall mean the interest rate payable under the Note.

51. Miscellaneous.

- (a) This Mortgage and its provisions cannot be changed, waived, discharged or terminated orally but only by an agreement in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
- (b) This Mortgage and the rights of the parties hereunder shall for all purposes be governed by the laws of the State of South Carolina.
- (c) This Mortgage shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.
- (d) All terms and words used in this Mortgage, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.