

A-5 In the event of any sale or transfer by Mortgagor of the Mortgaged Premises, the term "Mortgagor" shall be construed to mean the owner or owners from time to time of the Mortgaged Premises.

A-6 All agreements between the Mortgagor and the Mortgagee are expressly limited so that in no contingency or event, whatsoever whether by reason of advancement of the proceeds of the Note, acceleration or maturity of the unpaid principal balance of the Note, or otherwise shall the amount paid or agreed to be paid to the Mortgagee for the use, forbearance, or detention of the money to be advanced under the Note exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, fulfillment of any provision of the Note or of any instruments securing the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to fulfill shall be reduced to the limit of such validity, and if from any circumstances the Mortgagee shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Note and not to the payment of interest. This provision shall control every other provision of all agreements between Mortgagor and the Mortgagee.

A-7 It is hereby agreed that this Agreement shall be governed by and construed according to the laws of the State of South Carolina.

A-8 From and after October 31, 1984, so long as Mortgagor is not in default hereunder, the Mortgagee agrees that the lien hereof shall be junior and subordinate to any refinancing of the Prior Lien made by any bank, insurance company, pension trust, credit union, savings and loan association, real estate investment trust or any other entity commonly included within the term "institutional investor," including any refinancing thereof which increases the amount of indebtedness secured thereby. Mortgagee and its successors and assigns agree to execute any and all documents reasonably required by any lender in order to effectuate such subordination. For purposes hereof, the term "refinancing" shall include any financing which discharges the Prior Lien in whole or in part, or which is junior to or which "wraps around" the Prior Lien.