

the use, forbearance, or detention of the money to be loaned pursuant to the Note, or otherwise, or for the payment or performance of any covenant or obligation contained in the Note or in any document or instrument evidencing, securing, or pertaining to the indebtedness evidenced by the Note, exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever fulfillment of any provision hereof or of the Note, or other document or instrument, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances Lender shall ever receive as interest, or otherwise, an amount which would exceed interest at the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Note or on account of any other principal indebtedness of Debtor to Lender, and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance of the Note and such other indebtedness, such excess shall be refunded to Debtor. All sums paid, or agreed to be paid, by Debtor for the use, forbearance or detention of the indebtedness of Debtor to Lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Debtor and Lender to the contrary.

6.7 This Agreement shall be binding upon Debtor and Debtor's other legal representatives, successors and assigns, and shall inure to the benefit of Lender, and Lender's successors and assigns. If there be more than one Debtor, their obligations and agreements hereunder are joint and several and shall be binding upon their respective heirs, executors, administrators, other legal representatives, successors and assigns and delivery or other accounting of the Collateral to any one or more of them shall discharge Lender of all liability therefor.

6.8 This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

6.9 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of remaining provisions shall not be affected thereby; and in lieu of each such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

6.10 Neither Debtor nor Debtor's successors or assigns shall be personally liable for the payment or performance of any obligation contained in the Note, this Agreement, or in any instrument securing the payment of the indebtedness evidenced by the Note and the sole remedy of Lender for default of the payment or performance of any such obligation shall be the right of Lender to foreclose any mortgage or other security

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