

in effect. In furtherance thereof, none of the terms of the Loan Agreement, the Note, this Mortgage or any of the other Loan Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum rate permitted to be contracted for, charged or received by applicable law. If under any circumstances the aggregate amounts paid on the Secured Indebtedness include amounts which by law are deemed interest which would exceed the maximum amount of interest which could lawfully have been contracted for, charged or received thereon, Mortgagor stipulates that such amounts will be deemed to have been paid as a result of an error on the part of both Mortgagor and Mortgagee, and the party receiving such excess payment shall, promptly upon discovery of such error or upon notice thereof from the party making such payment, refund the amount of such excess or, at the Mortgagee's option, credit such excess against the unpaid principal balance of the Secured Indebtedness. In addition, all sums paid or agreed to be paid to the holder or holders of the Secured Indebtedness for the use, forbearance, or detention of the Secured Indebtedness shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term thereof in the manner provided by law to the end that the actual rate of interest thereon shall never exceed the applicable maximum rate. If any term or provision of this instrument or of any of the Loan Documents under any circumstances would require the payment of an amount for the use, forbearance, or detention of money which, in addition to all other amounts theretofore paid and constituting interest under the applicable law, would exceed the maximum rate of interest which could lawfully be charged under such circumstances, then the amount which Mortgagor or any other person liable therefor is obligated to pay in such circumstance, but only in such circumstance, is hereby automatically reduced to the maximum amount which could lawfully be charged under applicable law. The parties agree that the law applicable to this transaction is the law of the State of Texas, as modified, expanded or preempted by applicable federal law. The maximum lawful rate of interest applicable hereto for any period of time shall be the highest of (i) the indicated weekly rate ceiling then in effect, as provided in Tex. Rev. Civ. Stat. art. 5069-1.04, (ii) the maximum rate then in effect provided in any applicable federal law which preempts otherwise applicable State law, or (iii) the maximum rate provided in any subsequently enacted law of the State of Texas applicable hereto. The provisions of this Section 6.7 shall control all other provisions hereof and of all agreements, whether now or hereafter existing and whether written or oral, between Mortgagor and Mortgagee or any other person liable for the Secured Indebtedness.

**6.8 Applicable Law.** The parties hereby stipulate and agree that the law of South Carolina shall govern the validity, enforceability and priority of this instrument as a mortgage or conveyance of real property or of personal property having a situs in said state. In all other respects, it is agreed and stipulated that this instrument and all transactions and obligations evidenced hereby shall be governed and construed in accordance with the laws of the State of Texas. All obligations hereunder shall, unless otherwise expressly provided, be payable or performable in Dallas, Dallas County, Texas. Venue of any suit hereunder, unless such suit is, or is joined with, a suit to foreclose the liens created hereby, shall lie in State or Federal Courts in Dallas, Texas.

**6.9 Notice.** Any notice required or permitted to be given hereunder, unless a different form of notice is provided herein or by law, shall be in writing, and shall be hand delivered to the party to whom directed, or mailed to such party by certified or registered mail, return receipt requested, postage prepaid, directed to such party at the address of such party herein provided, or at such other address as may hereafter be designated by either party in a written notice to the other received by such other party prior to the mailing of the notice to which such address applies. Any hand delivered notice shall be effective when received, but any notice which is mailed shall be effective on the third day after the day on which said notice is deposited with the United States Postal Service.

The addresses of the parties are set forth in the heading of this instrument. Copies of any notices shall be sent to the following attorneys at the same time as such notices are sent to parties hereto.

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