

the instruments securing payment of this note or otherwise relating hereto, on the amount of principal actually outstanding from time to time under this note and other instruments evidencing or securing this note, shall exceed the maximum amount of interest permitted by the usury laws of the State of South Carolina and the United States of America, then in any such event (a) the provisions of this paragraph shall govern and control, (b) neither the Maker hereof nor any other person or entity now or hereafter liable for the payment of this note shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by the usury laws of the State of South Carolina and the United States of America, (c) any such excess that may have been collected shall be either applied as a credit against the then unpaid principal amount hereof or refunded to Maker, at the option of Payee or other legal holder hereof, and (d) the effective rate of interest shall be automatically reduced to the maximum lawful contract rate allowed under the usury laws of the State of South Carolina and the United States of America as now or hereafter construed by the courts having jurisdiction thereof. It is further agreed that without limitation of the foregoing, all calculations of the rate of interest contracted for, charged or received under this note, or any instrument evidencing said indebtedness, under the Mortgage and Security Agreement securing the payment of this note or under such other documents that are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the extent permitted by the laws of the State of South Carolina and the United States of America, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan evidenced by this note or the instruments evidencing and securing this note, all interest at any time contracted for, charged or received from Maker or otherwise by the Payee or any other legal holders hereof in connection with such loan.

It is agreed that time is of the essence of this agreement, and that in the event of default in the payment of any installment of principal or interest when due, the Payee or other legal holder hereof may declare the entirety of the indebtedness evidenced hereby immediately due and payable without notice, and failure to exercise said option shall not constitute a waiver on part of the Payee or other legal holder hereof of the right to exercise the same at any other time.

In the event any installment of principal or interest is not paid within ten (10) days from its due date, and in the event Payee or other legal holder hereof elects to accept any delinquent installment, Maker agrees to pay to Payee or other legal holder hereof for each delinquent installment a late charge in the amount of \_\_\_\_\_ for loss of interest and reasonable administrative expenses; provided, however, that the collection of such late charge, if any, when added to all charges made in connection with the loan evidenced by this note that may be treated as interest under applicable law, shall never exceed the maximum lawful rate permitted under applicable State and Federal usury laws.

All past due principal and interest of this note, whether due as a result of acceleration of maturity or otherwise, shall bear interest at the maximum lawful rate of interest permitted by applicable law to be charged to and paid by Maker from the date the payment thereof shall have become due until the same have been fully discharged by payment.

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