- 20. That wherever used in this mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "mortgagor" shall mean "mortgagor and/or subsequent owner or owners of the Premises", the word "mortgage" shall mean "this Second Mortgage of Real Estate", the word "mortgagee" shall mean "mortgagee or any subsequent holder or holders of this mortgage", the word "Note" shall mean "note secured by this mortgage", the word "person" shall mean "an individual, corporation, partnership or unincorporated association", the word "Premises" shall include the real estate hereinbefore described, together with all equipment, condemnation awards and any other rights or property interest at any time made subject to the lien of this mortgage by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.
- 23. That this mortgage cannot be changed except by an agreement in writing signed by the party against whom enforcement of the change is sought.
- 24. That all appraisements and homestead laws are hereby expressly waived.
- 25. That if the exaction of any interest or other charges for the use of money herein stipulated, or stipulated in the promissory Note hereby secured shall result in a usurious or other unlawful charge or rate, mortgagor shall pay only such sums as will not amount to a usurious or unlawful charge or rate.
- 26. That this mortgage shall be construed under and in accordance with the laws of South Carolina and in the event any clause or provision herein is or shall be declared invalid or unenforceable such shall not affect the validity and enforceability of the remainder hereof.