

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, including all built-in stoves and refrigerators, heating, air conditioning, plumbing and electrical fixtures, wall-to-wall carpeting, fences and gates, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, its successors and assigns forever.

The Mortgagor represents and warrants that said Mortgagor is seized of the above-described premises in fee simple absolute, that the above described premises are free and clear of all liens or other encumbrances, that the Mortgagor is lawfully empowered to convey or encumber the same, and that the Mortgagor will forever defend the said premises unto the Mortgagor, its successors and assigns, from and against the Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
2. That this mortgage will secure the Mortgagor for any additional sums which may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, repairs or other such purposes pursuant to the provisions of this mortgage, and also for any loans or advances that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, P.D.C. Code of Laws of South Carolina, as amended, or similar statutes, and all sums so advanced shall bear interest at the same rate or rates as that provided in said note unless otherwise agreed upon by the parties and shall be payable at the demand of the Mortgagor, unless otherwise provided in writing.
3. That Mortgagor will keep the improvements on the mortgaged premises, whether now existing or hereafter to be erected, insured against loss by fire, windstorms and other hazards in a sum not less than the balance due hereunder at any time and in a company or companies acceptable to the Mortgagor, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagor and agrees that all such policies shall be held by the Mortgagor, should it so require, and shall include loss payable clauses in favor of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor by registered mail, and should the Mortgagor at any time fail to keep said premises insured or fail to pay the premium for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and endorse itself for the cost of such insurance, with interest as hereinabove provided.
4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and should Mortgagor fail to do so the Mortgagor may, at its option, enter upon said premises and make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt and collect the same under this mortgage with interest as hereinabove provided.
5. That the Mortgagor may at any time require the issuance and maintenance of insurance upon the life of any person obligated under the indebtedness secured hereby in a sum sufficient to pay the mortgage debt, with the Mortgagor as beneficiary, and if the premiums are not otherwise paid, the Mortgagor may pay said premiums and any amount so paid shall become a part of the mortgage debt.
6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises on or before the due dates thereof and to reduce the amounts thereto at the option of the Mortgagor, in whole or in part, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagor may, at its option, pay the same and charge the amounts so paid to the mortgage debt and collect the same under this mortgage with interest as hereinabove provided.
7. That if the mortgage secures a "Construction Loan", the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments, as construction progresses, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed but is made a part of this mortgage and incorporated herein by reference.
8. That the Mortgagor will not transfer or sell the premises above described, without the prior consent of the Mortgagor, and should the Mortgagor so transfer such premises, the Mortgagor may, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect such indebtedness.
9. That should the Mortgagor alienate the mortgaged premises by Contract of Sale, Bond for Title, or Deed of Conveyance, and the within mortgage indebtedness is not paid in full, the Mortgagor or his assignee shall be required to file with the Association an application for assumption of the mortgage debt, losses, pay the premium if any is required by the Association for processing the assumption, furnish the Association with copies of the Contract of sale, Bond for Title or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of the transfer modified by increasing the interest rate on the said loan balance to the maximum rate per annum permitted to be charged at that time by applicable South Carolina law, or a lesser increase in interest rate as may be determined by the Association. The Association will not fix the Mortgagor's loss premium at the new interest rate and monthly payments and will not honor new payments. Should the Mortgagor or his assignee fail to comply with the provisions of the within paragraph, the Mortgagor, at its option, may declare the indebtedness due and to be immediately due and payable and may institute any proceedings necessary to collect such indebtedness.
10. That should the Mortgagor fail to make payments of principal and interest as due on the promissory note and the same shall be unpaid for a period of thirty (30) days, or if these should be delinquent to comply with and abide by any bylaws or the charter of the Mortgagor, or any stipulations set forth in the original Mortgage, or if the Mortgagor fails to make payment to the Mortgagor at his last known address on the date thirty (30) days in which he receives the same, and should the Mortgagor fail to rectify said default within the said thirty (30) days, the Mortgagor may, at its option, increase the interest rate on the loan balance for the remaining term of the loan or for a lesser term to the maximum rate per annum permitted to be charged at that time by applicable South Carolina law, or a lesser increase rate as may be determined by the Association. The monthly payments will be increased accordingly.
11. That should the Mortgagor fail to make payments of principal and interest as due on the promissory note and should any monthly installment become past due the expected increase of 1% plus 10% of the principal amount of the monthly installment, not to exceed an amount equal to five (5%) percent of the monthly due installment, is to be charged onto the monthly installment to cover the extra expense incident to the handling of such delinquent payments.
12. That the Mortgagor hereby agrees, the Mortgagor shall receive and enjoy all the rents, issues, and profits accruing from the mortgaged premises, retaining the right to collect the same until such time that the indebtedness secured is not in arrears of payment, but should any part of the principal and/or interest, taxes, or other assessments, premiums, or charges be unpaid, the Mortgagor may without notice or further proceedings take over the mortgaged premises at the same as it is occupied by a tenant or tenants, and collect and retain all rents and profits and apply the same to the indebtedness secured, subject to deduct to account for anything more than the rents and profits actually received, and less the cost of collection, and if the amount so collected upon request by Mortgagor to make all rental payments due to the Mortgagor within fifteen (15) days of the date of collection by the Mortgagor, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagor may apply to the Judge of the County Court or to the Judge of the Court of Common Pleas who shall issue a writ of garnishment for the amount due and for the payment of a receiver with relation to the possession of such premises, and that in the event of payment, applying said rents after paying the cost of collection, to the mortgage debt and/or liquidate the same for nothing more than the rents and profits actually collected.
13. That the Mortgagor, at its option, may require the Mortgagor to pay to the Mortgagor on the first day of each month until the note secured hereby is fully paid, the following sums in addition to the payments of principal and interest provided in said note, a sum equal to the premiums that will next become due and payable on the mortgage note in advance, if applicable, fire and other hazard insurance covering the mortgaged property, plus taxes and other assessments levied on the mortgaged premises, all as estimated by the Mortgagor, less all sums already paid, then to be deducted by the monthly statement filed by Mortgagor to pay said premiums, taxes and other assessments. Should these payments exceed the amount of payments actually made by the Mortgagor, the taxes, assessments, or insurance premiums, the excess amount so collected by the Mortgagor will be deposited to the Mortgagor, if however, the said sums shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagor an amount necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date hereof, Mortgagor, at its option, may renew the mortgage for a period of one year, if applicable, for covering the balance of the remaining term of the mortgage, or if past due, for a period of one year, and for the remaining years of the term of the Mortgage, or if past due, for a period of one year, and if either of the above occurs, the Mortgagor shall require Mortgagor to prepay payment with interest at the rate of 10% per annum, and if in like installments over the remaining period of time.