

1968-1971 is with all and singular the rights and powers of such agents, and shall be entitled to appear before, and bring all such actions and proceedings before, any and all such tribunals, courts, and other authorities, and to make all and every representation,申立て, and application, and to do all and every act, thing, and proceeding, which may be necessary or expedient to be done by the parties hereto, for the purpose of effecting the objects and purposes of the present Agreement.

**TO HAVE AND TO HOLD** all and singular the said premises and the same to have and to hold forever.

The Mortgagor represents and warrants that said Mortgagor is solvent at the time of execution of this Note, and further that the above described premises are free and clear of all liens or other encumbrances, except that the Mortgagor shall have an unexpired lease of the same, and that the Mortgagor will forever defend the same from and against the Mortgagor and every person who may ever lawfully come to act for him in the same, except the lessor.

**THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:**

1. That the Mortgagor will principally pay the principal and interest on the mortgage debt evidenced by a promissory note at the times and in the manner therein provided.

2. That this mortgage will secure the Mortgagor for any additional taxes which may be ad valorem levied or collected at the option of the Mortgagor, for the payment of taxes, or public assessments, based on value, property or other valid purposes pursuant to the provisions of this mortgage, and also for any fees or charges that may become due and payable by the Mortgagor to the Mortgagor under the authority of Sec. 45-35, 1962 Code of Laws of South Carolina, as amended, or similar statute, it being understood that the interest 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 time and in the manner herein provided.

3. That Mortgagor will keep the improvements on the mortgaged premises, whether now existing or hereafter to be erected, insured against loss by fire, windstorm and other hazards in a sum not less than the balance due thereunder at any time and by 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 endorsements shall be held by the Mortgagor, should it so ever be sold, still include the premium, if any, due on account of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor, be responsible for it and shall be liable to the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums 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 existence and maintenance of insurance upon the property or properties obligated under the indebtedness secured hereby in a sum sufficient to pay the mortgage debt, with the Mortgagor to have and hold all the premiums so 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, or on before the due dates thereof and to abide the consequences thereof at the option of the Mortgagor immediately upon payment, 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 above provided.

7. That if this mortgage secures a Construction Loan, the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be advanced to the Mortgagor in periodic payments, as nearly as the progress, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed by the maker of this mortgage and incorporated herein by reference.

8. That the Mortgagor will and further agrees to pay the principal and interest on the principal amount of the Mortgagor, and should the Mortgagor so commence making payments, the Mortgagor may, at its option, reduce the indebtedness hereby secured to be immediately due and payable and may institute and pursue proceedings necessary to collect said indebtedness.

9. That should the Mortgagor default the mortgaged premises by Contract of Sale, Bill of Sale, or Deed of Conveyance, and the within mortgage indebtedness is not paid in full, the Mortgagor or his lessee shall be required to file with the Association an application for an assumption of the mortgage indebtedness, pay the costs incidental as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, Bill of Sale, or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of the date specified by the Association, 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 amount, an interest rate as may be determined by the Association. The Association will notify the Mortgagor of its principal of the new interest rate and monthly payments and will mail him a new payoff. Should the Mortgagor, at his pleasure, fail to comply with the provisions of the within paragraph, the Mortgagor, at its option, may reduce the indebtedness hereby secured to be immediately due and payable and may institute and pursue proceedings necessary to collect said 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 there should be any failure to comply with and abide by any law or the charter of the Mortgagor, or any stipulations set out in this mortgage, the Mortgagor, at its option, may write to the Mortgagor at his last known address giving him thirty (30) days in which to rectify the said default and should the Mortgagor fail to rectify said default within the said thirty days the Mortgagor may, at its option, increase the interest rate on the unpaid 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 interest rate as may be determined by the Association. The monthly payments will be calculated 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 for a period in excess of 15 days, the Mortgagor may collect a late charge not to exceed an amount equal to five (5%) per centum of any such past due installment in order to cover the extra expense incident to the handling of such delinquent payments.

12. That the Mortgagor hereby agrees to the Mortgagor's demands and accepts all the rents, issues, and profits accruing from the mortgaged premises, retaining the right to deduct therefrom so long as the debt hereby secured is not in arrears of payment, but should any part of the principal indebtedness, or interest, taxes or other amounts becoming due, go unpaid, the Mortgagor may without notice or further proceedings take over the mortgaged property, if they shall be required to be leased or rented, and collect said rents and profits and apply the same to the indebtedness hereby incurred without liability to account for anything more than the rents and profits actually collected, less the cost of collection, and the amount so collected upon request by Mortgagor, to make all rental payments due to the Mortgagor without liability to the Mortgagor, until satisfied to the satisfaction 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 any Judge of the Court of Common Pleas who shall be competent to proceed in the County thereof for the appointment of a receiver with authority to take possession of said premises and collect rents and profits applying said rents, after paying the cost of collection to the mortgagee, without liability to account for anything 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 debt 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 premium that will next become due and payable on policies of mortgage insurance, if applicable, fire and other hazard insurance covering the mortgaged property plus taxes and assessments due on the mortgaged premises. If as estimated by the Mortgagor, these all sums already paid therefor divided by the number of months to the date before the first payment to the date when such premium, taxes and assessments will be due and payable, such sum as to be paid by Mortgagor to principal, premiums, taxes and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagor for taxes, assessments or insurance premiums, the excess may be credited by the Mortgagor on subsequent payments to be made by the Mortgagor, if however, said sums shall be insufficient to make said payments where the same shall be due and payable, the Mortgagor shall pay to the Mortgagor any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date herein, Mortgagor may, at its option, apply for renewal of mortgage contract for a period of time, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the whole premium required for the remaining years of the term of the Mortgage, may pay such premium and add the same to the mortgage debt, and having the Mortgagor credit repay to Mortgagor such premium payment with interest at the rate specified in said premium, or such rate as may be thereafter established over the remaining payment period.