

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said building or land may incident or appertaining, including all built-in fixtures and refrigerator, gas, electric, water, telephone and other services, and all well, carpeting, doors, and gates, and any other equipment that may now or hereafter be in or about the same, and the removal of the same, subject to being the intention of the parties hereto that all such fixtures and equipment shall remain in the possession of the parties to the right.

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

The Mortgagor represents and warrants that each Mortgagor is seized of the above described premises, to the complete satisfaction of the above described premises, to free and clear of all liens or encumbrances, except that the Mortgagor is bound by a mortgage to one or more other persons, and that the Mortgagor will forever thereafter convey the same premises to the Mortgagor's successors and assigns from and before the Mortgagor and every person whomsoever lawfully shall have title thereto in 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, or other similar expenses paid to the provisions of this mortgage, and also for any losses or damages that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 192 Code of Laws of South Carolina, as amended, or similar statutes, and all such 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, windstorm and other hazards in a sum not less than the balance due hereunder at any time, and in the event of any damage so caused 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 for His sole use and shall not be less payable than on the face 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 premiums for such insurance, then the Mortgagor may cause such insurance to be issued in the name of the Mortgagor and rendered 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, as at any time, require the insurance and maintenance insurance upon the face of any premium collected 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 sum 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 last date thereof, and failing the prompt payment 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 same to the mortgage debt and collect the same under this mortgage, with interest as hereinabove provided.
7. That if this mortgage secures a de-constructed loan, the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments, as specified, progresses, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed but to make a part of this mortgage and incorporated herein by reference.
8. That the Mortgagor shall not, after the date hereof, have been held in trust on the part of the Mortgagor, and that the Mortgagor, so far as such premises, the Mortgagor may, at its option, release the indebtedness hereby secured to be immediately due and payable, and may institute any proceedings necessary to collect said indebtedness.
9. That should the Mortgagor alienate the mortgaged premises by Contract of Sale, Bond for Lien or Deed of Conveyance, and the written instrument so titleless as aforesaid in full, the Mortgagor or his purchaser shall be required to file with the Association an application for an assumption of the mortgage indebtedness, pay the costs, the same as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, Bond for Lien or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of transfer modified to conform to the interest rate of 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 shall notify the Mortgagor of the percentage of the new interest rate and monthly payments, and will publish a new passbook slip to the Mortgagor or his Purchaser, fail to comply with the provisions of the within paragraph, the Mortgagor at its option, may deduct the indebtedness held in trust on the date it becomes due and payable and may institute any 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 by-laws or the charter of the Mortgagor, or any stipulations set forth in this mortgage, the Mortgagor, at its option, may write to the Mortgagor at his last known address, advising him thereof, 30 days in which to rectify the said default, 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 adjusted 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 amount, in order to cover the extra expense incident to the handling of such delinquent payments.
12. That the Mortgagor hereby agrees to the Mortgagor, its successors and assigns, all the rents, issues and profits accruing from the mortgaged premises, subject to the right to collect the same as long as the AIA Periodicals are not in arrears of payment, but should any part of the principal indebtedness or interest, taxes, or other charges against the mortgaged premises be past due and unpaid, the Mortgagor may withhold rents or credits to receive payment of the aforesaid principal, or any part thereof, shall be applied to a tenant or tenants, and collect said rents and profits and apply the same to the indebtedness hereby secured, without first having to account for anything more than the rents and profits actually collected, less the cost of collection, and on tenant as authorized upon request by Mortgagor, to make all rental payments direct to the Mortgagor, without liability to the Mortgagor until satisfied to the contrary 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 responsible for presiding in the county aforesaid 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 mortgage debt without liability to the extent 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 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 premium that will next become due and payable on policies of mortgage currency insurance, if applicable, fire and other hazard insurance covering the mortgaged property, plus taxes and assessments not due on the mortgaged premises, all as estimated by the Mortgagor, less all sums already paid therefor divided by the number of days the last lease before the month prior to the date when such premium, taxes and assessments will be due and payable, such sum to be held by Mortgagor to pay said 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, such sums shall be insufficient to make said payments when the same shall become 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 hereof, Mortgagor may, at its option, apply for renewal of mortgage currency or similar insurance, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the single premium required for the remaining years of the term of the Mortgagee may pay such premium and add the same to the mortgage debt, in which event the Mortgagor shall repay to Mortgagor such premium payment, with interest at the rate specified in said promissory note, in equal monthly installments over the remaining payment period.