

TO THE HIRER 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 new 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 whosoever 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 the mortgagor 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, 1962 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, windstorm 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 premiums for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and reimburse 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 mortgagor 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 exhibit the receipts therefor at the offices 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 the mortgagor 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 further encumber the premises above described, without the prior consent of the Mortgagor, and should the Mortgagor so encumber 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 said 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 Purchaser shall be required to file with the Association an application for an assumption of the mortgage indebtedness, pay the fees and interest as required by the Association for processing the assumption, furnish the Association with a copy 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 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 in the Mortgagor or his purchaser of the new interest rate and monthly payments, and will send him a new prospectus. Should the Mortgagor, or his Purchaser, fail to comply with the provisions of the within prospectus, the Mortgagor, at its option, may declare the indebtedness hereby secured to be immediately 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 giving him thirty (30) days in which to remedy the said default and should the Mortgagor fail to remedy and do off within the said thirty days, the Mortgagor, at its option, may set the interest rate on the loan balance for the remaining term of the loan on 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 in order to cover the extra expense incident to the handling of such delinquent payments.
12. That the Mortgagor hereby assigns to the Mortgagor, its successors and assigns, all the rents, issues, and profits accruing from the mortgaged premises, retaining the right to collect the same 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 fee, constitute premiums, be past due and unpaid, the Mortgagor may, without notice or further proceedings, take over the mortgaged premises, if they shall be occupied by a tenant or tenants, and collect such rents and profits and apply them to the indebtedness hereby secured, and if the amount so received for anything more than the rents and profits actually collected, less the costs of collection and expenses, is unclaimed upon request by Mortgagor, to hold all rental payments due on the Mortgagor's behalf by the Mortgagor until paid to the Mortgagor by the Mortgagor, and should any premium at the time of such default be unclaimed by the Mortgagor, the Mortgagor may apply to the Judge of the County Court or the Judge of the Circuit Court of Common Pleas who shall be responsible for proceeding in the county deserved for the appointment of a receiver with authority to take possession of such premises and collect rents and profits applying such rents, after paying the cost of collection, to the mortgage debt 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, at the first day of each month until the note is paid in full, the following sum 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 periodic payments given by me to the Mortgagor, the end of either hazard insurance covering the mortgaged property plus taxes and assessments due upon the same and process will be estimated by the Mortgagor, less all premiums already paid thereon divided by the number of months in the year prior to the date when such premiums, taxes, and assessments will be due and payable. The such amounts to be paid by Mortgagor to pay such premiums, taxes and special assessments. Should these payments exceed the amount of premiums actually paid 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, but, however, such sums shall be insufficient to make up payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagor, tax amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date of said Mortgage, and at its option, apply for renewal of mortgage and retain under one roof applicable law, coverage the debt or then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the single premium or annual for the remaining years of the term of the Mortgage, and pay such premium and add the same to the mortgage debt, and when the Mortgagor shall repay to Mortgagor, a lump sum payment with interest at the rate of six percent per annum for each year in excess of twenty years over the remaining payment period.