

together with all rights, privileges, interests, easements, improvements, tenements, incumbrances and appurtenances thereto belonging or pertaining, and all fixtures, equipment and apparatus now or subsequently attached to or used in connection with said premises, and all the rents, issues and profits thereof, all of said property being herein referred to as "the premises."

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

The Mortgagor covenants and agrees with the Mortgagee as follows:

1. The Mortgagor is lawfully seized of an indefeasible estate in fee simple, free from incumbrances, has good right and power to convey the premises, and does hereby warrant and will forever defend and singular the premises unto the Mortgagee against the Mortgagor and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

2. That the Mortgagor will pay the indebtedness and all sums secured hereby as herein provided.

3. That the Mortgagor will pay all taxes, charges and assessments of every kind and nature that may be levied or charged on the premises herein described, whether the same be for State, County or City purposes, as soon as same may be due, collectible and payable, including, if permitted by law, all taxes assessed in South Carolina on this instrument or the sum hereby secured, provided the amount of such latter taxes, together with the interest on the sum hereby secured, does not exceed the maximum interest permitted by law, but if it does, the excess shall be paid by the holder of the note secured by this mortgage; and immediately after payment of any such taxes, charges and assessments, the Mortgagor shall deliver to the Mortgagee official receipts for such payments.

4. That the Mortgagor will keep all buildings and other property included in this mortgage constantly insured for the benefit of the Mortgagee, its successors and assigns, against loss by fire and such other hazards, casualties and contingencies, in such manner and in such companies and for such amounts as may be satisfactory to the Mortgagee until the debt hereby secured is fully paid, and will keep such policies constantly assigned and pledged to the Mortgagee, its successors and assigns, and deliver renewals thereof to said Mortgagee seven days in advance of the expiration of same, with the premiums paid and so stamped on the policies by the agent or company issuing the same, with the right and power in said Mortgagee to demand, receive and collect any and all money becoming payable thereunder.

5. That in the event of the failure of the Mortgagor to pay all taxes, charges and assessments, or to procure and pay the premiums on insurance, all as herein provided, the Mortgagee shall have the right, at its election, to pay said taxes, charges and assessments, and to pay or procure and pay for said insurance, and all amounts so expended by the Mortgagee shall be charged hereunder as principal money, bearing interest from date of payment at the highest rate allowable by law and shall with the interest thereon be secured by this mortgage and due and payable at the next succeeding interest payment date; but the Mortgagee shall not be obligated to pay any such taxes, charges or assessments or to procure any such insurance, and by the payment of any sum hereunder, the Mortgagee will not be held to have waived any rights accruing to it because of the nonpayment thereof by the Mortgagor.

6. That the Mortgagor will pay promptly on demand any claim, lien or encumbrance against the premises which may be or become prior to this mortgage.

7. That the Mortgagor will not remove, demolish or alter the design or structural character of any building now or hereafter erected upon the premises unless the Mortgagee shall first consent thereto in writing; that the Mortgagor will maintain the premises in good condition and repair, will not commit or suffer waste thereof, will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without the written consent of the Mortgagee, will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof. If the Mortgagor shall fail to maintain the premises in good condition and repair or shall commit or permit waste, then the Mortgagee may make such repairs and take such steps as it deems necessary to prevent or cure such waste, and advance such sums of money therefor as it deems necessary. The Mortgagor will pay to the Mortgagee, immediately and without demand, all sums of money advanced by the Mortgagee for such purposes, together with interest on each such advancement at the highest rate allowed by law, and all such sums and interest thereon shall be secured hereby and due and payable at the next succeeding interest payment date.

8. If default be made in the payment of any installment of principal or interest of said note, or any part thereof, when due, or in payment, when due, of any other sum secured hereby, or in the performance of any of the Mortgagor's obligations, covenants, or agreements hereunder:

(a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Mortgagee, without notice or demand, which are hereby expressly waived, and this mortgage may be foreclosed.

(b) Irrespective of whether the Mortgagee accelerates the maturity of all indebtedness secured hereby, or institutes foreclosure proceedings, the Mortgagee may collect the rents, issues and profits of the premises, and may enter and take possession thereof and manage and operate the same and take any action which, in the Mortgagee's judgment, is necessary or proper to conserve the value of the premises, or the Mortgagee, at its option, may upon application to a judge or court of competent jurisdiction have a receiver appointed to take possession of the premises, to manage, operate and conserve the value thereof, and to collect the rents, issues and profits thereof. Either the Mortgagee or such receiver may also take possession of, and for these purposes use any and all personal property contained in the premises and used by the Mortgagor in the rental or leasing thereof, or any part thereof. The right to enter and take possession of the premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to all other rights or remedies of the Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. After paying costs of collection and any other expenses incurred, the proceeds shall be applied to the payment of the indebtedness secured hereby in such order as the Mortgagee shall elect, and the Mortgagee shall not be liable to account to the Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by the Mortgagee.

9. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard insured against, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises or the erection of new buildings in their place. If the insurance money so collected is applied upon the debt, it may be applied upon the indebtedness last falling due, or in such other manner as the Mortgagee may desire.

10. That as further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, the Mortgagor hereby transfers, sets over and assigns to the Mortgagee all judgments, awards of damages and settlements hereafter made, resulting from condemnation proceedings, or in lieu of any taking of the premises or any part thereof and the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. The Mortgagee is hereby authorized, but not required, on behalf and in the name of the Mortgagor, to execute and deliver valid

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