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

The Mortgagor covenants that it is lawfully seized of the premises bereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does all premiums therefore when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does all premiums therefore when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does all premiums therefore when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does all premiums therefore when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does all premiums therefore when due; and that it does hereby assign to the Mortgage the proceeds of any policy insuring the mortgaged premises and does all premiums therefore the mortgage the proceeds of the Mor bereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.
- (3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whitever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
- (4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
- (5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such preceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.
- (6) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgager to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.
- (7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.
- (8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administratives and assigns of the parties hereto. Whenever used the singular shall included the plural, the plural the singular, and the use of any

ed, sea'ed and delivered in the presence of:  Alores Q. Leater				CA: - By-	CAROLINA BUILDERS & REALTY, INC.  Ry Rolled & Security					
				and-	9/ 5.	Twa.	//	Berge		Secretary
ATE OF SOUTH CAROLINA)						PROBA	TE			
onty OF GREENV is duly authorized of that (s)he, with the ORN to before me the Commission for South	Persoffice(s) sign, s other witness is 30th do	eal and as subscribe	s its act and d above wite	deed of essed th	said corpora	ition exec thereof.	uted and	t (s)he saw the w deliver the with	hin written	
Commission expires	'DE0 6'	198?	at	4:14	P.M.		<del></del>	<u>, , ,</u> ,	1341	6
John M. Dillard, P.A. \$26,000.00 Lots 5 & 9 ASHETON	Mortgages, page 811 As No.  Register of Mesne Conveyance, Greenville County	at 4:14 P.M.	I hereby certify that the within Mortgage has been this 2nd	Mortgage of Real Estate	ADDRESS:	ASHETON, A GENERAL PARTNERSHIP	тo	CAROLINA BUILDERS & REALTY, IC.	COUNTY OF GREENV	V DEC 2