TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in anywise 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 now 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 Mortgagee, 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 Mortgagee, its successors and assigns from and against the Mortgagor and every person whomsoever 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 this mortgage will secure the Mortgagee for any additional sums which may be advanced hereafter, at the option of the Mortgagee, 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 Mortgagee 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 Mortgagee, 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 Mortgagee, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagee and agrees that all such policies shall be held by the Mortgagee should it so require and shall include loss payable clauses in favor of the Mortgagee, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagee, 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 Mortgagee 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 Mortgagee 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 herein provided.

5. That the Mortgagee may at any time apply to the payment and reimbursement of any sums upon the debt or any person obligated under the indebtedness secured hereby in a sum sufficient to pay the mortgage debt, with the Mortgagee as beneficiary, and if the premiums are not otherwise paid, the Mortgagor may pay said premiums and the 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 date when the same shall become due, or at the option of the Mortgagee may make such payment, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagee 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 hereinabove provided.

7. That if this mortgage secures a "construction loan", the Mortgagor agrees that the proceeds of the indebtedness hereby secured shall be disbursed by the Mortgagee 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 permit any lien on the premises above described, to exist superior to the lien hereof, without the written consent of the Mortgagee, and should the Mortgagor violate any of such provisions the Mortgagee may, at its option, declare the entire indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.

9. That should the Mortgagor sell 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 by the Purchaser as required by the Association for processing the assumption through 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 increased to [illegible] the present rate on the said loan balance to the maximum rate permissible at that time by applicable South Carolina law, or a lesser increase or interest rate as may be determined by the Association. The Association will notify the Mortgagor [illegible] of the new interest rate and monthly payments and such new interest rate shall be the Mortgagor's [illegible] the provisions of the within paragraph the Mortgagee 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 the payments of principal and interest provided for in the promissory note and the same shall be unpaid for a period of thirty days after the same should become due and payable, or [illegible] the charter of the Mortgagor, or upon the dissolution of the Mortgagor, the Mortgagee [illegible] of the Mortgagor or his last known address giving him thirty days in which to pay the said balance and should the Mortgagor fail to pay said sum within the said thirty days, the Mortgagee may, at its option, declare the entire balance of the principal sum and interest secured hereby due and payable and may foreclose the mortgage by suit, and the Mortgagee shall be entitled to a decree for the principal sum and interest secured hereby, together with a reasonable attorney's fee, not exceeding fifteen per cent of the loan or the balance then due, if placed in the hands of an attorney for collection, or if collected by suit or through any probate or bankruptcy proceedings, or a lesser amount as may be determined by the Association. The Mortgagor [illegible]

11. That should the Mortgagor fail to make [illegible] monthly installments due under the terms of the promissory note secured hereby, or fail to pay taxes or insurance premiums when due, the Mortgagee may, at its option, advance any amount necessary to make such payment or payments, and any amount so advanced shall become a part of the debt secured by this mortgage and shall bear interest at the rate provided for in the note, and shall be payable on demand of the Mortgagee, or may be added to the unpaid principal balance and paid for in the monthly payments over the remaining term of the loan.

12. That the Mortgagor hereby assigns to the Mortgagee the rents, issues and profits arising from the mortgaged premises as additional security hereunder, and the Mortgagor grants to the Mortgagee the right to enter upon the mortgaged premises for the purpose of collecting the rents, issues and profits and applying the same to the payment of the debt secured hereby, but the Mortgagee does not become a mortgagee in possession unless and until the Mortgagee takes actual possession of the premises. The Mortgagee may, at its option, collect the rents, issues and profits without taking possession of the premises. The Mortgagor hereby appoints the Mortgagee its agent to collect the rents, issues and profits and the Mortgagee shall not be responsible for any failure to collect any rents, issues or profits due hereunder. The Mortgagee shall not be liable to account to the Mortgagor for any rents, issues or profits other than those actually received by the Mortgagee. The Mortgagee shall not be liable for any failure of any tenant or lessee to pay rent to the Mortgagee. Upon default by the Mortgagor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all rents, issues and profits which are due and payable at the time of such default shall be collected by the Mortgagee for the purposes above mentioned. The Mortgagee shall have the right to enter upon the premises for the purpose of repairing the same and of doing all acts that the Mortgagee may deem proper to protect the security hereof, and the Mortgagor hereby assigns to the Mortgagee any claim for damages or insurance payments in the event the improvements on the premises are damaged or destroyed by fire or other casualty or in the event the premises are taken by eminent domain. The Mortgagee shall have the right to assign the Mortgagor's right, title and interest in all leases or subleases of the premises to any subsequent holder of the note. Upon assignment by the Mortgagee of the Mortgagor's right, title and interest in any lease or sublease, the assignee shall have all the rights and powers possessed by the Mortgagee prior to the assignment and the Mortgagee shall have no further responsibility in connection therewith.

13. That the Mortgagor shall maintain in full force and effect during the full term of the loan hereby secured, public liability insurance in the amount of not less than $100,000.00 for injuries to one person and $300,000.00 for injuries to more than one person arising out of one occurrence and property damage insurance in the amount of not less than $5,000.00 with a company or companies satisfactory to the Mortgagee, which policies shall name the Mortgagee as an additional insured party thereunder as its interest may appear, and in the event the Mortgagor fails to provide said insurance coverage, the Mortgagee may purchase such insurance and charge the premiums therefor to the debt secured hereby. The Mortgagor shall furnish the Mortgagee with a certificate of insurance coverage as required by this paragraph and in the event of cancellation of such insurance coverage, the Mortgagor shall furnish the Mortgagee with evidence of reinstatement or replacement coverage within ten days after notice of such cancellation. The Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the premises and to collect and receive the proceeds from any such policy or policies. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

14. That the Mortgagee may release any portion of the property described herein for such consideration as it may require without, as to the remainder of the property, in any way impairing or affecting the lien or priority of this mortgage, and may agree with any subsequent purchaser of the property described herein to assume the payment of the indebtedness hereby secured and may extend the time for payment or modify the interest rate of said indebtedness without releasing the Mortgagor from any liability hereunder. The Mortgagee may resort to any security given by this instrument or to any other security now or hereafter held by the Mortgagee in such order and manner as it may elect.

15. That the Mortgagor at the option of the Mortgagee shall pay to the Mortgagee on the first day of each month until the note secured hereby is fully paid, the following sum or sums in addition to the payment of principal and interest provided for in said note, to wit: one-twelfth of the amount that will next become due and payable hereunder, as estimated by the Mortgagee, for taxes and assessments next falling due on the mortgaged property, plus one-twelfth of the estimated premium that will next become due and payable for such insurance as the Mortgagee is required to maintain hereunder, all as estimated by the Mortgagee, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such taxes, assessments and insurance premiums will become delinquent. Such sums shall be held by the Mortgagee to pay said taxes, assessments and insurance premiums before the same become delinquent. If the total of the payments made by the Mortgagor under the provisions of this paragraph shall exceed the amount of payments actually made by the Mortgagee for taxes, assessments or insurance premiums, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such payments shall not be sufficient to pay such items when the same become due and payable, then the Mortgagor shall promptly, upon demand, pay to the Mortgagee such amount as may be necessary to make up the deficiency. Such payments shall be held by the Mortgagee for the purposes hereinabove stated and may be applied to any indebtedness secured hereby in any order at the option of the Mortgagee. Upon assignment of this mortgage, the Mortgagee may pay over such sums so held to the assignee, and after such assignment the Mortgagee shall have no further responsibility in regard to said payments. If the Mortgagor shall pay the said note and all indebtedness secured hereby and shall well and truly keep and perform all the covenants and conditions hereof, the Mortgagee shall, within thirty days after written demand therefor by the Mortgagor, cancel the note and mortgage and shall release the property hereunder to the Mortgagor and shall assign any policies of insurance to the Mortgagor. Any forbearance by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Mortgagee shall not be a waiver of the Mortgagee's right to accelerate the maturity of the indebtedness secured by this mortgage, nor shall the Mortgagee's receipt of any future payment on the indebtedness secured hereby constitute a waiver of any right or remedy of the Mortgagee on account of any default hereunder theretofore or thereafter occurring. The rights and remedies of the Mortgagee under this mortgage are cumulative, and not exclusive of any other rights or remedies which the Mortgagee may have. Whenever the Mortgagee exercises any right given to it under this mortgage or any other instrument secured hereby, and pursues any remedy provided for herein or in any other instrument, it shall not be necessary for the Mortgagee to do any act, institute any action or pursue any remedy specified herein or in such other instrument with respect to any other right given to it hereunder or thereunder, and the Mortgagee shall not be required to marshall assets in connection with the exercise of any of the rights or remedies granted herein or in any such other instrument or upon the occurrence of any event of default hereunder.

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