

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same, building or in any way incident or appertaining, including all built-in stoves and refrigerators, heating, air conditioning, plumbing and electrical fixtures, will to will 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 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 heavy 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 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 time 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, 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. 15-55, 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 mortgage 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 remit 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 hereinabove provided.
7. That if this mortgage 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, and thereafter 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, it is hereby agreed 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, 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 and to diese, pay the reasonable cost as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, Deed or 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 new loan balance to the maximum rate per annum permitted to be charged at that time by applicable South Carolina law, or a lesser maximum interest rate as may be determined by the Association. The Association will notify the Mortgagor or his Purchaser of the new interest rate and monthly payments and will mail him a new payoff. Should the Mortgagor or his Purchaser fail to comply with the provisions of the within paragraph, the Mortgagor, at its option, may declare the indebtedness herein 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 the contract of sale, the Mortgagor or his Purchaser will file with the Mortgagor or his last known address giving him thirty (30) days in which to cure the said default and satisfy the Mortgagor right, credits and debits within the said thirty days. If the Mortgagor, or his Purchaser fails to do the aforementioned within the time limit of the thirty days or for a lesser term to the maximum as per the original note, he shall be liable to the Association for such fine, fine less or a lesser increase rate as may be determined by the Association. The monthly payments will be increased pro rata.
11. If it should the Mortgagor fail to make principal and interest as due on the promissory note and default and monthly installment becomes past due for a period greater than 30 days, the Mortgagor will file a suit for the amount equal to five (.5%) per centum of any such past due installment, in order to cover the extra expense incurred by 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 during the entire term of the same, whether or not the lands appurtenant thereto are of payment, but shall not part of the principal until the rents and issues of the same are collected by the Mortgagor and assigned to the Mortgagor and may without notice or further proceedings take over the mortgaged premises if they shall be occupied by a tenant or tenants and collect said rents and profits and apply the same to the collection of the principal and interest due and owing but not paid for anything more than the rents and profits actually collected, less the cost of collection, and in case of any deficiency, request for Mortgagor to make all rental payments direct to the Mortgagor without loss to the Mortgagor and subject to the action by the Mortgagor, and should said premises at the time of such default be condemned by the Mortgagor, the Mortgagor will apply to the Judge of the County Court or any Judge of the Circuit Court or the Clerk of the Superior Court for the account of a receiver or a committee of a receiver with authority to take possession of such premises and to collect the same, and to recover the cost of collection, to the mortgage debt without liability to the Mortgagor for any sum 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 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 for a period of one year from the date of application, taxes, if applicable, labor and other hazard insurance covering the mortgaged property plus taxes and assessments levied on the mortgaged premises, all as estimated by the Mortgagor less all sums already paid therefrom, provided that such a sum, less taxes, if applicable, and premiums, taxes and such previous taxes and assessments will be paid at par by such a sum as will be paid by Mortgagor for taxes and premiums, taxes and such previous taxes and assessments should these payments exceed the amount of premiums, taxes and such previous taxes and premiums, the excess may be credited by the Mortgagor on such a sum as will be paid by Mortgagor, or however such sum shall be insufficient to make said payments when the sum of difference, the last payment the Mortgagor shall pay to the Mortgagor, and amounts necessary to making up the difference, the Mortgagor shall pay the same to the Mortgagor, and the balance of the Mortgagor, or his Purchaser, at its option, shall be entitled to a refund of the amount paid by the Mortgagor, or his Purchaser, after the remaining term of the mortgage has passed and provided that the same is not less than the amount paid by the Mortgagor, or his Purchaser, over the remaining payment period.