TOGETHER 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 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 hereinabove provided.

5. That the Mortgagee 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 Mortgagee as beneficiary, and if the premiums are not otherwise paid, the Mortgagee 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 Mortgagee immediately upon 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 above 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, 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 Mortgagee, and should the Mortgagor so encumber such premises the Mortgagee 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 required fee and as required by the Association for processing the assumption through the Association, receive 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 advise the Mortgagor of the new interest rate and monthly payments and will send him a new payment book. Should the Mortgagor, or his purchaser, fail to comply with 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 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 at time should be any failure to comply with and abide by any by-laws or the charter of the Mortgagee or any violation of any of the terms of this mortgage, the Mortgagee, at its option, may notify the Mortgagor at his last known address giving him thirty (30) days in which to remedy the said default. In the event the Mortgagor fail to remedy said default within the said thirty days, the Mortgagee may, at its option, increase the interest rate on the loan above the prevailing terms of the loan or for a lesser period, 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 payment of principal and interest as due on the promissory note and the same shall be unpaid for a period of thirty (30) days, or at time should be any failure to comply with and abide by any by-laws or the charter of the Mortgagee or any violation of any of the terms of this mortgage, the Mortgagee, at its option, may notify the Mortgagor at his last known address giving him thirty (30) days in which to remedy the said default. In the event the Mortgagor fail to remedy said default within the said thirty days, the Mortgagee may, at its option, increase the interest rate on the loan above the prevailing terms of the loan or for a lesser period, 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.

12. That the Mortgagor hereby assigns to the Mortgagee, its successors and assigns, all the rents, issues and profits arising from the mortgaged premises, retaining the right to collect the same so long as the Mortgagor shall not be in default in payment of principal and interest, but should any part of the principal indebtedness or interest thereon be in default, then the Mortgagee, or its agent, may, without notice or further proceedings, take over the mortgaged premises, or any part thereof, and lease the same to a tenant or tenants and collect said rents and profits and apply the same, after deducting all charges and expenses attendant to such leasing and collecting, to the payment of the indebtedness hereunder, and in the event the rents and profits so collected shall be insufficient to pay the indebtedness hereunder, then the rents and profits actually collected, upon request by the Mortgagee, the Mortgagor shall make all rental payments direct to the Mortgagee, without deduction by the Mortgagor, and pay over to the Mortgagee, and should said payments or any part thereof be refused by the Mortgagor, the Mortgagee may apply to the Judge of the Circuit Court or Judge of the Circuit Court in Chambers, and the Judge of the Circuit Court, upon proof of the default, shall forthwith appoint a receiver with authority to take possession of such premises and other property and to collect the said rents, after paying the cost of collection, to the mortgage debt, and the Mortgagee shall be entitled to receive from the rents and profits actually collected.

13. That the Mortgagee, at its option, may require the Mortgagor to pay to the Mortgagee on the first day of each month until the note secured hereby is paid, the following sums 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 policies of hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged premises, 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 premiums, taxes and assessments will be due and payable, such estimate to be based on the most recent bills and assessments for such premiums and taxes. Such sums shall be held by the Mortgagee in trust to pay such premiums, taxes and special assessments. Such sums need not be kept separate from the other funds of the Mortgagee, but shall be credited to the Mortgagor on the basis of estimated payments. If the sums so paid by the Mortgagor shall exceed the amount of payments actually made by the Mortgagee for premiums, taxes and special assessments, such excess may be credited by the Mortgagee on subsequent payments to be made by the Mortgagor, but if such payments shall be insufficient to make such payments when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. The Mortgagee may, at any time, collect and hold an amount not to exceed the maximum of an estimate made from time to time by the Mortgagee of sums payable by the Mortgagor under the preceding paragraph, which estimate shall be based upon such information as the Mortgagee may require or receive from the holder of prior mortgages or other persons, and may, without liability for interest, commingle the sums held by it with its own funds. If the mortgage debt is paid in full, any sum then held by the Mortgagee under this paragraph shall be returned to the Mortgagor. If the Mortgagee shall require the Mortgagor to pay such sums, the Mortgagee shall be obligated to pay the taxes, special assessments and premiums when due, provided the Mortgagor shall have paid to the Mortgagee the sums required by this paragraph for the payment of such taxes, special assessments and premiums, but if the Mortgagee shall not require the Mortgagor to pay such sums, the Mortgagee shall be obligated to pay such taxes, special assessments and premiums when due, provided the Mortgagee has received bills therefor at its office in Greenville, South Carolina, and provided the Mortgagee shall have received from the Mortgagor such information as may be reasonably required by the Mortgagee to identify the premises covered by such bills and to determine the amount thereof.

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