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TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, including all heating, plumbing, lighting and air conditioning fixtures and equipment now or hereafter attached to said premises, and also together with all rents, issues and profits which may arise or be had from the premises, it being the intention of the parties hereto that all such rents, issues and profits are a part of the realty and are pledged primarily and on a parity with said real estate for the payment of the indebtedness hereby secured, and assigned secondarily, all for the purposes and upon the terms and conditions hereinafter set forth, it being the intention hereby to establish a present absolute transfer and assignment of all such rents, issues and profits from the Mortgagor to the Mortgagee, and the Mortgagor does hereby appoint irrevocably the Mortgagee its agent to collect such rents, issues and profits, reserving unto the Mortgagor the right, prior to any default hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any default hereunder, the Mortgagee may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the premises or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, all in such order as the Mortgagee may determine. The entering upon and taking possession of the premises, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 it is lawfully seized of the premises hereinabove described and has the right to convey the same; that the premises are unencumbered except for encumbrances of record; that the Mortgagor will warrant and forever defend the title to the premises unto the Mortgagee against the lawful claims of all persons whomsoever; and that the Mortgagor will maintain this mortgage as a first lien on the premises during the full term of this mortgage.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by the note or notes hereinabove described at the times and in the manner therein provided.

2. That this mortgage will secure the Mortgagee for any additional sum which may be hereafter loaned by the Mortgagee to the Mortgagor, or paid by the Mortgagee for the payment of taxes, or public assessments, hazard insurance premiums or other charges upon the premises, or for the protection of the lien of this mortgage, at the option of the Mortgagee, provided that the total indebtedness secured hereby shall not exceed the original amount stated above, plus any sums expended by the Mortgagee pursuant to the provisions of this mortgage, and also for any loans or advances that may be made hereafter to the Mortgagor, or to any successor in interest of the Mortgagor, by the Mortgagee, or its successors in interest, pursuant to the authority of Sec. 45-55, 1962 Code of Laws of South Carolina, as amended, or any successor statute thereto, and all such loans or advances shall be secured hereby and shall bear interest at the same rate or rates as that provided in said note, unless otherwise agreed, payable monthly at the interest at the same rate or rates as that provided in said note unless otherwise agreed, payable monthly at the demand of the Mortgagee, unless otherwise provided in writing.

3. That Mortgagor will keep the improvements on the mortgaged premises and those which may be hereafter erected thereon insured against loss by fire, windstorm and other hazards in an amount not less than the balance owing on the indebtedness secured hereby or the maximum insurable value of the improvements, whichever is less, in companies acceptable to the Mortgagee, and Mortgagor does hereby assign to the Mortgagee the proceeds of any policies insuring the premises against loss by fire or other hazards. Mortgagor agrees that all such policies shall be held by the Mortgagee and be in such form as the Mortgagee may require, and in the event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and in the event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and 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 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 all insurance policies then in force shall pass to the purchaser or grantee. Mortgagor shall not carry separate insurance concurrent in form or contributing in the event of loss with that required hereunder. Mortgagor shall immediately notify Mortgagee of cancellation or reduction of coverage of any insurance policy required hereunder. Should Mortgagor at any time fail to keep said premises insured or fail to pay the premiums therefor, Mortgagee may effect such insurance from year to year and pay the premiums therefor, such amounts to be added to the principal indebtedness secured hereby and bear interest at the rate provided in the note secured hereby, such insurance to be in such amounts and for such periods as Mortgagee may deem necessary to protect its interest, such insurance policies and renewals thereof to be held by and payable to Mortgagee. Mortgagee shall not be responsible for the form, solvency or adequacy of coverage of any insurance policy or company selected by Mortgagor, but failure of Mortgagee to reject any policy written by a company selected by Mortgagor shall not be deemed a waiver of Mortgagee's right to object to such policy or company at any time.

4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair and will not remove or demolish any building thereon without the consent of the Mortgagee and will comply with all requirements of law or municipality or other governmental agency affecting the premises or requiring any alterations or improvements to be made thereon. Should Mortgagor fail to keep the improvements on the premises in good repair, the Mortgagee may, at its option, enter upon said premises and make such repairs as in the opinion of the Mortgagee may be necessary to maintain the value of the premises. Should the Mortgagee exercise its option to make such repairs, Mortgagor agrees to pay the cost thereof upon demand, and the Mortgagee may add the cost of such repairs to the mortgage debt and collect the same under this mortgage and interest at the rate provided in the note secured hereby.

5. That the Mortgagor will at any time upon request of the Mortgagee furnish a statement of the amount due on the indebtedness secured hereby and state whether or not any offsets or defenses exist against such indebtedness. If the Mortgagor fails to furnish such statement within ten (10) days after a written request therefor by the Mortgagee, all statements received from the Mortgagor may be conclusively relied upon by any person dealing with the Mortgagee. Mortgagor will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provision has not been made hereinabove before any part of such items becomes past due. Should the Mortgagor fail to pay any of the above items when due, the Mortgagee may pay the same and the amount so paid, with interest at the rate provided in the note secured hereby, shall be added to and become a part of the debt secured by this mortgage.

6. That Mortgagor agrees to pay all taxes and other public assessments levied on the mortgaged premises on or before the due dates thereof and to exhibit the receipts therefor at the request of the Mortgagee. 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 and interest at the rate provided.

7. That if this mortgage secures a construction loan, the Mortgagee guarantees the payment of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments as the construction progresses in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed by the Mortgagor and incorporated herein by reference.

8. That the Mortgagor will not sell, convey, transfer or lease the premises or any part thereof without the prior consent of the Mortgagee and should the Mortgagor so convey 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 successor shall be required to file with the Association an application for an assumption of the mortgage indebtedness per the requirements as required by the Association governing the assumption, furnish 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 by one per cent (1%) per annum, the increased 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 provide the Mortgagor or his successor with the new interest rate and monthly payments and will mail him a new payment book. Should the Mortgagor or his successor 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 if there should be any failure to comply with any default by you to laws or the charter of the Mortgagee, or any stipulations set out in this mortgage, the Mortgagee, at its option, may write to the Mortgagor at his last known address giving him thirty (30) days in which to remedy the said default and should 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 balance for the remaining term of the loan or for a lesser term to 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 payments of principal and interest as due on the promissory note and should any monthly installment become past due for a period in excess of 15 days, the Mortgagee may collect a "late charge" not to exceed an amount equal to five (5%) per centum of any such past due installment in order to cover the extra expense incident to the handling of such delinquent payments.

12. That the Mortgagor hereby assigns to the Mortgagee, its successors and assigns, all the rents, issues and profits accruing from the mortgaged premises, retaining the right to collect the same so long as the debt hereby secured is not in default in any of its terms of payment but should any part of the principal indebtedness, or interest, taxes or fire insurance premiums be past due and unpaid the Mortgagee 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 indebtedness hereby secured, without liability to account for anything more than the rents and profits actually collected, less the cost of collection and any reasonable expense incurred by Mortgagee to make all rental payments direct to the Mortgagee without liability to the Mortgagor and credited to the account of the Mortgagor and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagee may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be resident or presiding in the county aforesaid for the appointment of a receiver with authority to take possession of said premises and collect said rents and profits, applying said rents after paying the cost of collection, to the mortgage debt without liability to account for anything more than the rents and profits actually collected.

13. That the Mortgagor, 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 fully 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 mortgage guaranty insurance, if applicable, fire and other 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 sums to be held by Mortgagee to pay said premiums, taxes and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagor for taxes, assessments or insurance premiums, the excess may be credited by the Mortgagee on subsequent payments to be made by the Mortgagor, if, however, said sums shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of two years from the date hereof, Mortgagee may, at its option, apply for renewal of mortgage guaranty or similar insurance, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the single premium required for the remaining years of the term, or the Mortgagee may pay such premium and add the same to the mortgage debt, in which event the Mortgagor shall repay to Mortgagee such premium payment, with interest at the rate specified in said promissory note, in equal monthly installments over the remaining payment period.

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