

TO HAVE AND TO HOLD all and singular the said premises unto the Merchant as his sole and absolute owner.

The Mortgagor represents and warrants that said Mortgagor is entitled to the above described property as aforesaid, and further that the above described premises are free and clear of all liens or other encumbrances, except the Mortgagor's mortgage, and that he has no power or authority to transfer the same, and that the Mortgagor will fully and completely pay the sum of \$1,000.00 to the Mortgagor, and that the Mortgagor will defend the title to the above described property against the Mortgagor and every person who shall lawfully claim the same by virtue of any forged or fraudulent instrument.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

- That the Mortgagor will promptly pay the principal and interest on the indebtedness as hereinabove provided at the times and in the manner therein provided.
 - That the mortgagor will secure the Mortgagor for any additional sums which may be required by the holder of the Mortgagor for the payment of taxes, or public assessments, hazard insurance premiums, or other similar expenses paid to the provisions of this mortgage, and also for any loans or advances that may be called for under the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 1962 Code of Laws of South Carolina, as amended or similar statutes, and shall pay such sum or all interest at the same rate or rates as that provided in said code unless otherwise agreed upon by the parties and shall be payable at the demand of the Mortgagor, unless otherwise provided in writing.
 - 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 paid by others on behalf of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor by registered mail and shall let 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 demands shall be for the cost of such insurance, with interest as hereinabove provided.
 - 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.
 - That the Mortgagor may at any time require the issuance and maintenance of insurance upon the life of any person obligated under the indebtedness owned by him in a sum sufficient to pay the mortgage held by the Mortgagor as hereinabove, 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.
 - 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 establish the necessary funds at the office 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.
 - That if this mortgage secures a "Construction Fund", 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.
 - That the Mortgagor will not transfer or sell the property being mortgaged without the prior consent of the Mortgagor, and should the Mortgagor so transfer or sell property, the Mortgagor must, at its option, make the indebtedness hereby secured to be immediately due and payable, and may institute any proceedings necessary to collect said indebtedness.
 - That should the Mortgagor abandon the mortgaged premises by Contract of Sale, Deed-in-Lieu or Deed of Cancellation, and the action in mortgage indebtedness is not paid or null the Mortgagor or his purchaser shall be required to file with the Association an application for an assumption of the mortgage indebtedness, pay the reasonable costs as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, Deed-in-Lieu or Deed of Cancellation, and have the interest rate on the loan balance existing at the time of transfer modified to conforming 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 shall lend the Mortgagor or his purchaser of the new interest rate and monthly payments, and will lend him a new principal. Should the Mortgagor or his purchaser fail to comply with the provisions of the within paragraph, the Mortgagor, at its option, may foreclose the indebtedness by suit or to be prosecuted before due and payable and may institute any proceedings necessary to collect said indebtedness.
 - That should the Mortgagor fail to make payments of principal and interest as due on the previous page and should any monthly installment become past due for a period in excess of 30 days, the Mortgagor 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.
 - That the Mortgagor hereby agrees to the Mortgagor, 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 bill regular remains as and in arrears of payment, but should any part of the principal indebtedness or interest, taxes or other expenses of the mortgaged premises be past due and unpaid, the Mortgagor may without notice or further proceedings take over the mortgaged premises, if they shall be required by a court of record, and collect said rents and profits and apply the same to the indebtedness, and such collection shall not be construed as exceeding more than the rents and profits actually collected, less the cost of collection, and no account of the cost shall be required by Mortgagor to make all rental payments due to the Mortgagor without liability to the Mortgagor, until referred to the Justice of the County Court or to any Judge of the Court of Common Pleas who shall be considered competent in the courts aforesaid for the appointment of a receiver with authority to take possession of said premises and collect 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.
 - That the Mortgagor, at its option, may require the Mortgagor to pay to the Mortgagor, on the first day of each month until the indebtedness 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 on policies of insurance, property insurance, if applicable, fire and other hazard insurance covering the mortgaged property plus taxes and assessments at the rate on the mortgaged premises, all as estimated by the Mortgagor less all sums already paid therefor, divided by the number of months thereafter remaining until gone to the date when such premiums, taxes and assessments will be due and payable, so long as to be held by Mortgagor 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 Mortgagor on subsequent payments to be made by the Mortgagor, if however said sums shall be insufficient to make said payments when the same fall due, the said premium, the Mortgagor shall pay to the Mortgagor any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date hereof, Mortgagor may, at its option, apply for renewal of mortgage, or any or similar instrument, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the said premium required for the remaining years of the term, or the Mortgagor may pay such premium and add the same to the mortgage debt, in which event the Mortgagor shall repay to Mortgagor such premium payment with interest at the rate specified in said premium, and to be charged monthly installments over the term or payment required.