

TO GET THEIR with all and singular the rights, members, tenents, heirs, successors, executors, administrators, and assigns, and all and singular the incidents of ownership, including all right, title, estates, and interests in and to the property described in the Deed of Trust, and to all carpeting, fixtures, and fittings, and any other personal property which may be in or upon the property at the time of the execution of this instrument, and it being the intention of the parties hereto that all such fixtures and fittings shall remain the property of the Mortgagor and not the realty.

TO HAVE AND TO HOLD all and singular the said premises to the Mortgagor, his heirs, executors, and assigns forever.

The Mortgagor represents and warrants that said Mortgagor is well aware of the fact that the foregoing premises are subject to a mortgage, and that the Mortgagor will make no claim to the above-described premises as free and clear of all liens or charges, except those which are now or hereafter may be imposed by law, and that the Mortgagor will defend the same against the Mortgagor and every person whosoever lawfully may sue thereon or against whom the same may be garnished.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness, at the rate of interest provided at the time and in the manner therein provided.
2. That this mortgage will secure the Mortgagor for any additional sums which may be lawfully exacted from the service of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, or other such expenses pursuant to the provisions of this mortgage, and also for any costs or advances that may be called for by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 1942 Code of Laws of South Carolina, as amended, or similar statutes, plus interest thereon at all legal 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 to a company 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, shall it so require, and shall include loss plus 10% interest on the sum 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 premium for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and can cause such to be 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 repair and maintenance of any improvements, the sum of any person obligated under the indebtedness, or used thereby, or 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 collect the amounts thereof 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 mortgagor, plus and collect the same under this mortgage, with interest as hereinabove provided.
7. That if the mortgagor 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 on the first of each month, in accordance with the terms and conditions of a Construction Loan Agreement, which is separately executed by the parties a part of this mortgage and incorporated herein by reference.
8. That the Mortgagor will not further encumber the premises, or any other portion of the property owned by the Mortgagor, and should the Mortgagor so encumber said premises, the Mortgagor may, at its option, include the indebtedness thereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.
9. That should the Mortgagor resell the mortgaged premises by Contract of Sale, Bond for Lien or Deed of Conveyance, and the seller resell the indebtedness, or if paid in full, the Mortgagor or his assignee shall be required to file with the Association an application for an assumption of the mortgage indebtedness, pay the sum payable and as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, Bond for Lien or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of the sale, modified to increase up the interest rate on the said loan balance to the maximum rate per annum permitted to be charged at that time by applicable State and/or law, or a lesser increase in interest rate as may be determined by the Association. The Association will cause the Mortgagor to be prohibited on the new interest rate and monthly payments, and will read him a new notice of Sheriff's Sale. Mortgagor, or his assignee, shall comply with the provisions of the written agreement, the Mortgagor, at its option, may release the indebtedness thereby 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 previous 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 satisfy any law or laws or the covenants of the Mortgagor, or any stipulations set out in this mortgage, the Mortgagor, at its option, may write to the Mortgagor at his last known address giving him thirty (30) days in which to correct the said default and if the Mortgagor fail to rectify said default within the said thirty days the Mortgagor, may, at its option, increase the interest rate on the loan balance for the remaining term of the loan 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 calculated accordingly.
11. That should the Mortgagor fail to make payments of principal and interest as due on the previous note and should any monthly installment become past due for a period in excess of 15 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 collecting 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, retaining the said collection, and so long as the said funds received is not in excess of payment, but should any part of the principal indebtedness, or interest, taxes, or other amounts previously unpaid due and unpaid, the Mortgagor may without notice or further proceedings take over the mortgaged premises, and then shall be entitled to a sum of rents and collect said rents and profits and apply the same to the indebtedness, and so long as the same shall not exceed more than the rents and profits actually collected less the cost of collection, and any sum of any other legal expense required by Mortgagor to make all rental payments due to the Mortgagor, without liability to the Mortgagor, and related to the security for the Mortgagor, and should any premises at the time of such default be assigned to the Mortgagor, the Mortgagor may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be resident or practising in the county, directed 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 assess in the resulting sum, 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 last day of each month until the note secured hereby is fully paid, the following amounts addable to the amounts of principal and interest provided in said note, a sum equal to the premiums that will next become due and payable on principal amounts outstanding, if applicable, the said other hazard insurance covering the mortgaged property, plus taxes and assessments, but on the mortgaged premises, all as estimated by the Mortgagor, less all sums already paid therefor divided by the number of months elapsed, less one month prior to the date when such premiums, taxes, and assessments will be due and payable, such amounts 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 other principal amounts paid by the Mortgagor, if, however, said sum shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagor any amounts necessary to make up the deficiency. The Mortgagor, further agrees that, if the last ten years from the date hereof, Mortgagor may, at its option, apply for renewal of mortgage on terms similar to those, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the same 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 case the Mortgagor shall repay to Mortgagor such premium payment, with interest, at the rate specified in said note, and make the regular monthly installments over the remaining payment period.