

108-111 with all parties and the City. It is the intent of the parties to enter into a long-term lease agreement for all of the property described above, subject to the terms and conditions set forth in this document, including the intention of the parties to enter into a long-term lease.

TO HAVE AND TO HOLD all and singular the said premises, with all and singular the appurtenances thereto, for ever.

The Mortgagor represents and warrants that said Mortgagor is the owner of the property described in the Deed of Trust and that the above described premises are free and clear of all liens or other encumbrances except as set forth in the Deed of Trust, and that the Mortgagor will forever defend the title to the property against all persons, and against the Mortgagor and his successors and assigns.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

- That the Mortgagor will promptly pay the principal and interest on the indebtedness and all costs and expenses, including taxes and insurance, at the times and in the manner therein provided.
 - That this mortgage will secure the Mortgagor for any additional amounts which may be assessed against the property or the property of the Mortgagor, for the payment of taxes, or paid by assessments, toward the cost of insurance, as required by the provisions of the provisions of this mortgage, and also for any loans or advances that may be obtained by the Mortgagor to the Mortgagor, or the authority of Sec. 45-55, 1962 Code of Laws of South Carolina, as amended, or by the Mortgagor, and such amounts shall be added to the principal of the mortgage, unless otherwise provided, provided the parties shall be paid off at the time of the Mortgagor, unless otherwise provided, provided
 - That Mortgagor will keep the improvements on the mortgaged property, whether now existing or hereafter to be erected, except to the extent necessary to fire, windstorms and other damage sustained less than the balance, and that the same shall be kept in good repair to the satisfaction of the Mortgagor, and Mortgagor has agreed to the policy of paid up value to the Mortgagor and agrees that all such policies shall be held by the Mortgagor, shall be so arranged and shall be held by the Mortgagor, and in the event of loss, Mortgagor will pay immediately to the Mortgagor the amount of loss, and the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums for such insurance, then the Mortgagor shall cause such improvements to be mortgaged in the name of the Mortgagor and shall be itself be the cost of such insurance, with interest as hereinabove provided.
 - That the Mortgagor will keep all improvements upon the mortgaged property 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 same to the account with interest as hereinabove provided.
 - That the Mortgagor may at any time require the receiver, agent or trustee of insurance, per the law, to pay persons, alleged under the indebtedness, or held thereby in a sum sufficient to pay the insurance held by the Mortgagor, as trustee, and if the premiums are not otherwise paid, the Mortgagor may pay said premiums and any interest unpaid shall be a part of the mortgage debt.
 - That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged property before the tax dates thereof, and to pay the receipts thereon at the offices of the Mortgagor, or his duly appointed agent, 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 deduct the amounts so paid to the Mortgagor, and collect the same under this mortgage with interest as hereinabove provided.
 - 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 agreed, the principal to increase with the terms and conditions of a Construction Loan Agreement which shall be separately executed by the Mortgagor and incorporated herein by reference.
 - That the Mortgagor will make further and other payments as may be required to meet the principal amount of the indebtedness of the Mortgagor, and should the Mortgagor fail to do so, the indebtedness hereby secured to be immediately due and payable and may resort to any process of attachment, garnishment and/or replevin.
 - That should the Mortgagor fail to make payments of principal and interest as due on the principal amount, the same shall be unpaid for a period of thirty (30) days, or if there should be any failure to comply with and to do by law, or laws of the charter of the Mortgagor, or any regulations set out in this mortgage, the Mortgagor, or his duly appointed agent, to the Mortgagor at his last known address giving him thirty (30) days in which to rectify the default, it and should the Mortgagor fail to rectify said default within the said thirty days, the Mortgagor may at its option, or at the option of the holder of the bond, or for the remaining term of the loan, for a lesser term to the maximum of one year, or for such time as to be fixed at the option of the holder, by the South Carolina law, or a lesser grace period as may be determined by the holder. The monthly payments shall be calculated monthly.
 - That should the Mortgagor fail to make payments of principal and interest as due on the principal amount, 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, or for so long as the extra expense incident to the collection of such delinquent payments.
 - That the Mortgagor hereby agrees to the Mortgagors attorney's fees and costs, all the rents, issues and profits accruing from the mortgaged property, during the time he collects the same, and to the holder, as well as any amounts of government, that should any part of the principal indebtedness, or interest, taxes or other amounts, be paid due and unpaid, the Mortgagor may without notice, or other proceedings, take over the mortgaged property, if the same shall be unpaid for a period of ten days, and collect said rents and profits and apply the same to the indebtedness, and to the holder, for anything more than the rents and profits actually collected, less the cost of collection, and any sum so collected upon request by Mortgagor, to make all rental payments direct to the Mortgagor, without liability to the Mortgagor, until sold to the holder by the Mortgagor, and should said premises at the time of such default be foreclosed by the Mortgagor, the Mortgagor shall apply to the Judge of the County Court or to any Judge of the Court of Common Pleas, who shall have been previously appointed 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 mortgagor. Said actions shall be brought in the name of 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 January of each year until the indebtedness hereby is fully paid, the following amounts of interest to the amounts of principal and interest provided in said note, a sum equal to the premiums that will next become due and payable upon public assessments, insurance premiums, taxes, special taxes, and other amounts covering the mortgaged property, plus taxes and assessments on the mortgaged property, all as estimated by the Mortgagor, less all sums already paid therefor, divided by the number of days in the twelve months preceding to the date when such premium, taxes, and assessments will be due and payable, or by the date of the Mortgagor's original premium, taxes, and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagor for taxes, assessments, insurance premiums, the excess may be credited by the Mortgagor on subsequent payments to be made by the Mortgagor. However, said sum shall be insufficient to make valid payments when the sum shall be less than the amount payable, the Mortgagor shall pay to the Mortgagor any amounts necessary to make up the deficiency. The Mortgagor, further, agrees that in the event of ten years from the date hereof, Mortgagor may, at its option, apply for renewal of note or for early cancellation, if applicable, to cover the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the cash price so required for the remaining years of the term of the Mortgagee 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 the original note, or a proportionately just amount over the remaining payment period.