

100-4-111B with all and consider the rights, members, benefits, etc., and opportunities to the same, but in view of the fact that no one was present or opportunity, including all the information and representations made by the parties hereto, to make any statement or representation to the parties hereto, and any other representation or statement made by the parties hereto, it is agreed that the parties hereto, after giving the attention of the parties hereto that all such letters and representations made by the parties hereto, shall be disregarded.

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The Mortgagor represents and warrants that said Mortgagor is bound at the time of making this instrument to pay unto the Lender the sum of \$100,000, and that the above described premises are free and clear of all liens or charges, and that the Mortgagor will do all things required to have a survey of enclosure the same, and that the Mortgagor will forever defend the said premises unto the Mortgagor its successors and assigns, and against the Mortgagee and every person who ever had any claim or right to claim the same or any part thereof.

III. MORTGAGE COVENANTS AND AGENTS AS FOLLOWS:

- That the Mortgagor will promptly pay the principal and interest on the indebtedness secured by said promissory note at the times and in the manner therein provided.
 - That this mortgagee will secure the Mortgagor for any additional sums which may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, repairs or other such expenses paid out to the possessors of this mortgage and also for any loans or advances that may hereafter be made by 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 all amounts 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.
 - 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 Mortgagee, and agrees that all such policies shall be held by the Mortgagee should it so require, and shall include the payable clauses in favor of the Mortgagor, and in the event of loss, Mortgagee will cause 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 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.
 - 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.
 - That the Mortgagor may at any time require the existence 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 Mortgagor as beneficiary, and if the premiums are not otherwise paid, the Mortgagee may pay said premiums and any amount so paid shall be a part of the mortgage debt.
 - That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises herein before the due dates thereof and to collect the receipts thereon 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 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 herein 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 further encumber the premises above described without the prior consent of the Mortgagee, and should the Mortgagor so encumber said premises, the Mortgagee may, at its option, deduct the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.
 - That should the Mortgagor alienate the mortgaged premises in Contract of Sale, Bond for Title, or Deed of Conveyance, and the written 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 costs and fees as required by the Association for processing 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 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 notify the Mortgagee of the reduction of the new interest rate and monthly payments, and will mail him a new payoff. Should the Mortgagee or his Purchaser fail to comply with the provisions of the written mortgage, the Mortgagor, at its option, may deduct the indebtedness hereby secured to be immediately 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 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 and abide by any law or the charter of the Mortgagee, or any stipulations set out in this mortgage, the Mortgagor, at its option may write to the Mortgagee at his last known address giving him thirty (30) days in which to rectify the said default and should 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 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.
 - 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.
 - That the Mortgagor hereby agrees 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 like funds remain as part in arrears of payment, but should any part of the principal or indebtedness, or interest, taxes, or fee, or other expenses 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 tenant is authorized, upon request by Mortgagee, to make all rental payments direct to the Mortgagee without liability to the Mortgagor, and subject to the condition by 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 such 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 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 not become due and payable on policies of mortgage, property insurance, of applicable fire and other hazard insurance covering the mortgaged property, plus taxes, and assessments not due on the mortgaged premises. All as estimated by the Mortgagee less all sums already paid thereon divided by the number of months left to lapse before one month prior to the date when such premiums, taxes, and assessments will be due and payable, each sum 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 Mortgagee shall pay to the Mortgagee any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date hereof, Mortgagee may, at its option, apply for renewal of mortgage, or any other insurance, of applicable, covering the losses 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 of the Mortgagee may pay such premium and add the same to the mortgage debt, in which case 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.