together with all buildings and improvements now or hereafter erected thereon, and all screens, shades, [illegible] and blinds and [illegible] plumbing, gas, electric, ventilating, refrigerating and air conditioning equipment used in connection therewith, all of which, for the purposes of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises with all the rights, privileges and appurtenances thereto belonging, to Mortgagee and its heirs, executors, administrators, successors and assigns, for the use and purposes herein [illegible] forever.

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, hereby waiving any right of homestead in the premises, during continuance of default hereunder and during any period in which Mortgagee is entitled under law to possession of the premises, and Mortgagee may, after default, enter upon and take possession of said premises and collect and enforce the same without regard to adequacy of any security for the debt hereby secured, and [illegible] the application of the rents, issues and profits, in the name of any party hereto, and to apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING (A) Performance of each agreement of Mortgagor herein contained, (B) Payment of the principal sum with interest as provided in accordance with the terms of a Promissory Note [illegible] Promissory Note of even date herewith, [illegible] 5 22 75 and having the date of its final payment [illegible] 6 20 95 [illegible] Mortgagor and payable to the order of Mortgagee [illegible] Promissory Note, [illegible] principal sum not exceeding [illegible] and this Mortgage shall not secure more than the principal [illegible] thereon as may be hereafter loaned by Mortgagee to Mortgagor, or any of them, with interest thereon. This paragraph shall [illegible] to make additional loans in any amount, (C) Any other indebtedness or obligation of the Mortgagor or any [illegible] Mortgagee [illegible] of any kind or nature which the Mortgagee or its successors may have against the Mortgagor, or any of them, whether [illegible] or acquired by assignment, whether at date or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument or arising thereafter, (D) The payment of any moneys that may be advanced by the Mortgagee to Mortgagor or to third parties [illegible] Paragraphs hereof to be advanced to protect the security in accordance with the covenants of this Mortgage.

All payments made by Mortgagor on the obligations secured by this Mortgage shall be applied in the following order:

FIRST To the payment of taxes, [illegible] repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND To the payment of interest due on said loan.

THIRD To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (A) To keep said premises insured against fire and such other casualties as the Mortgagee may specifically require, to the full extent of all proceeds of fire and extended coverage insurance, in such amounts and in such companies as Mortgagee may from time to time approve, and to keep the policies therefor properly endorsed, on deposit with Mortgagee, and that loss proceeds, less expenses of collection, shall at Mortgagee's option be applied to the indebtedness, whether due or not, or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice [illegible] to the Mortgagee, who may cause 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 Mortgagee instead of Mortgagor. (B) To pay all taxes and special assessments [illegible] said premises or any part thereof. (C) In the event of default by Mortgagor or for Paragraph [illegible] Mortgagee may [illegible] the indebtedness secured hereby due and [illegible] any tax or lien that [illegible] said premises, pay all said taxes and assessments without determining the validity thereof [illegible] at the highest rate allowed by law and such [illegible] Mortgagee, and all such [illegible] immediately due and payable by Mortgagor. (D) To keep the buildings and [illegible] in good repair and not to commit or suffer any waste of any kind of said premises, contrary to restrictions of record [illegible] ordinances of proper public authority, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, and any building thereon to complete within One Hundred Eighty (180) Days or such other period as Mortgagee may [illegible] constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor. [illegible] the right to foreclose hereby secured or of any portion thereof may be exercised notwithstanding that some portion of the indebtedness may be entirely unsecured, or that the lien hereof may be released as to a portion of said premises, or that a release of any portion of said premises shall not release the lien hereof upon the remainder of said premises for the full amount of the indebtedness. [illegible] of said premises shall release, reduce or otherwise affect any such personal liability on the part of any [illegible] Mortgagor hereby waives all rights and claims he or she may have [illegible] any statutory or common law, or any statutory or other right of redemption, or any statutory [illegible] or other statutes of any state or territory.

IT IS MUTUALLY AGREED THAT: (1) If Mortgagor shall default in payment of said Promissory Note as the same may hereafter become due, or upon default in performance of any other covenant or agreement [illegible] of the premises by Mortgagor, or upon contracting without Mortgagee's prior written consent for any [illegible] for Mortgagee's Loan in form [illegible] Code of South Carolina [illegible] Mortgagor to the Mortgagee under this Mortgage or the Promissory Note, [illegible] shall be paid at the option of the Mortgagee on the application of the Mortgagee or Assignee of any other person entitled to the [illegible] due thereunder, and after any one of said events this mortgage will be subject to foreclosure as now provided by law in case of [illegible] and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and [illegible] after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale [illegible] in a newspaper published in Aiken County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns [illegible] Aiken County (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee and any expense of title [illegible] and sale; Second, to the payment of any amounts that may have been expended or that may be necessary to expend in paying taxes, [illegible] and insurance premiums; Third, to the payment of said indebtedness in full, whether the same shall have matured or shall not have matured, [illegible] the balance, if any, to be turned over to said Mortgagor; and further agree that said Mortgagee may be the purchaser at said sale and purchase said property at the highest bidder therefor.

(2) Mortgagor agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale immediately after such sale in the event such possession has not previously been surrendered by Mortgagor, and for failure to surrender possession, will pay to Purchaser the reasonable rental value of the premises during or after the redemption period.

(3) In the event said premises are sold by Mortgagee, Mortgagor shall be liable for any deficiency remaining after sale of the premises and application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale, and their attorney's fees and legal expenses as allowed by law.

(4) At any time and from time to time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without releasing the interest of any party joining in this Mortgage, Mortgagee may (a) consent to the making of any map or plat of said property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this Mortgage or the lien or charge thereof, (d) grant any extension or modification of the terms of this loan, (e) release without warranty, all or any part of said property. Mortgagor agrees to pay reasonable fee to Mortgagee for any of the services mentioned in this paragraph.

39 0475 (REV 12-7

BOOK 1345 PAGE 362

4328 RV.2