

TO HAVE AND TO HOLD all and singular the rights, members, benefits, rents, and profits, to and from the said premises, and every way, method or manner of holding, and all other estates and tenures, by which the same may be held, and all the rights, title, and interest, to all taxes, capitation taxes, and rates, and any other expense or taxation now or hereafter levied or imposed upon the same, and all the rents, issues, and profits arising therefrom, and being the intention of the parties hereto that all such net rents, issues, and profits, shall be collected and paid to the Mortgagor, and the rents, issues, and profits, shall be paid to the Mortgagor.

**TO HAVE AND TO HOLD** all and singular the said premises unto the Mortgagor, his successors, and assigns, forever.

The Mortgagor represents and warrants that said Mortgagor is sound of the mind, and of the age of majority, at the time of signing this Note, that the above described premises are free and clear of all liens or other encumbrances, that the Mortgagor will at all times defend the same, and to have and to hold the same, and that the Mortgagor will forever defend the same, against the Mortgagor, his successors, and assigns, and against the Mortgagor and every person whomsoever law shall give or declare the same to be good and true.

**THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:**

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by said promissory note, at the times and in the manner thereto provided.
2. That the mortgage will secure the Mortgagor for any additional sums which may be advanced by the Lender, at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums required by other such expenses payable to the provider of this mortgage, and also for any sums 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 as the statistics and findings so directed shall bear, at a rate or rates of interest at 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, from the original or subsequent acquisition 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 payable clauses in favor 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 retain itself for 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 issuance and maintenance of insurance upon the life of any person obligated under the indebtedness secured hereby, 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 deliver the receipts therefor 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 same to the mortgage debt and collect the same under this mortgage, with interest as above provided.
7. But if this mortgage covers 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 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.
8. That the Mortgagor will and further agrees that the premises above described, with all the property owned by the Mortgagor, and owned by the Mortgagor's successors and assigns, the Mortgagor may, at its option, deduct the indebtedness hereby secured to be disbursed, and payable, and may institute and prosecute an action to collect said indebtedness.
9. That should the Mortgagor, during the period of sale, Board of Trade, or Deed of Conveyance, and the whole mortgage indebtedness, or part thereof, 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, Board of Trade, or Deed of Conveyance, and have the interest rate on the then balance existing at the time of the sale increased by increasing the interest rate on the said then 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 Mortgagor of the purchase of the new interest rate and monthly payments, and will mail them a new payoff. Should the Mortgagor or his Purchaser fail to comply with the provisions of the section paragraph, the Mortgagor, at its option, may declare the indebtedness hereby 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 shown 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 observe any and all terms of the charter 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 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 then 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 interest rate as may be determined by the Association. The monthly payments will be calculated henceforth.
11. That should the Mortgagor fail to make payments of principal and interest, as shown on the promissory 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 handling 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 right to collect the same so long as the debt hereby secured is not in arrears of payment. But should any part of the principal indebtedness or interest, taxes, or other expenses, becoming due and unpaid, the Mortgagor 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 may furnish an authorized open report to Mortgagor, to make all rental payments direct to the Mortgagor, without liability to the Mortgagor, until satisfied to the creditor by the Mortgagor, and should said premises at the time of such default be occupied by 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 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.
13. That the Mortgagor, at its option, may require the Mortgagor to pay to the Mortgagor, on the first day of each month until the note secured hereby 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 mortgage insurance, if 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 Mortgagor, less all sums already paid thereon, divided by the number of months to deposit before one month prior to the date when such premiums, taxes, and assessments will be due and payable, such sum to be held by Mortgagor to pay said premiums, taxes and special assessments. Should these payments exceed the amount of premiums 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 to the Mortgagor, if, however, such 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 at the end of ten years from the date hereof, Mortgagor may, at its option, apply for renewal of mortgage currency or similar currency, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the whole 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 promissory note, in equal monthly installments over the remaining payment period.