

TOGETHER with all and singular the rights, members, benefits, rights and appurtenances to the said building or in any way incident or appertaining thereto, all furniture, fixtures and equipment used in connection therewith, and all personalty belonging to walls, windows, doors, fixtures, and any other property or fixtures whatsoever which may be attached to or belong to the building or structure of the parties hereto that all such fixtures and equipment shall remain the property of the Mortgagor until paid for the same.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor to have and to hold forever.

The Mortgagor represents and warrants that said Mortgagor is sound of the mind and of age to make this agreement to that the above described premises are free and clear of all liens or other encumbrances from the Mortgagor's first day of possession to the date hereof, and that the Mortgagor will never set forth the same, except to the Mortgagor's heirs, executors and assigns from time to time after the Mortgagor, and every person who has ever lawfully come into the possession of the same, as part thereof.

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 thereon provided.
2. That the Mortgagor will see to the Mortgagor for any additional sums which may be necessary after the return of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, or other similar expenses pursuant to the provisions of this mortgage, and also for any fees or advances that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 1962 Code of Law of South Carolina, as amended, or similar state laws, so that the same shall be at 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 instance of the Mortgagor, unless otherwise provided in writing.
3. That Mortgagor will keep the improvements on the mortgaged premises, whether new or existing as hereinafter to be created, insured against loss by fire, windstorms and other hazards in a sum not less than the balance due hereunder at any time, and against damage or loss, except as to the Mortgagor, and Mortgagor may 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 provide loss payable in favor of the Mortgagor, and in the event of loss, Mortgagor will have immediate right thereon to the Mortgagor by whomsoever issued. If the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and render 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 apply to the tax office and authorities of insurance upon the title of any person obligated under the said indebtedness, and demand a tax assessment to pay the mortgage debt with the Mortgagor as beneficiary, and if the tax is not paid, the same paid, the Mortgagor may pay said premium and any amount so paid shall be added 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 dates thereof and to certify to the collector therefor 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 on the Mortgagor, at its option, pay the same and charge the amount so paid to the mortgage debt and collect the same under this mortgage with interest as hereinabove provided.
7. That at this mortgage, subject to Construction Lien, the Mortgagor agrees that the principal amount of the indebtedness hereby evidenced shall be subject to the Mortgagor's regular payments as a continuing process, in accordance with the terms and conditions of a Construction Lien Agreement which is separately executed but deemed a part of this mortgage and incorporated herein by reference.
8. That the Mortgagor will not interfere with the collection of the indebtedness secured by the principal amount of the Mortgagor, and should the Mortgagor's regular payments to the Mortgagor cease to be paid, before the indebtedness herein secured to be immediately due and payable and may proceed to collect such indebtedness.
9. That should the Mortgagor release the mortgaged premises by Contract of Sale, Deed of Deed of Pre-emption, and the said mortgage evidence thereof and payment in the Mortgagor or his heirs shall be required to file with the Association an application for an assumption of the mortgage, which shall give the reasonable cost as required by the Association for processing the assumption, to the Association, with a copy of the Contract of Sale, Deed of Deed of Pre-emption, and have the interest rate in the last column existing at the time of transfer, adjusted by adding the interest rate on the said balance to the minimum rate per annum, plus 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 then, the Mortgagor, at his pleasure, of the new interest rate and monthly payments, and will add the same provided for in the Mortgagor or his heirs, and to comply with the provisions of the within paragraph, the Mortgagor, at its option, may declare the indebtedness herein secured to be immediately due and payable and may institute any proceedings necessary to collect such 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 abide by any law or 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/or 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 indebtedness for the remaining term of the loan or for a lesser term to the maximum rate 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 shall be adjusted 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 of more than 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 sell the same so long as the debt herein secured is not in arrears of payment, but should any part of the principal indebtedness, or interest, taxes, or other charges, premiums, be past due, and unpaid, the Mortgagor may, without notice, or further proceedings, sell the mortgaged premises, if they shall be so paid to a tenant or tenants and collect said rents and profits and apply the same to the indebtedness hereby secured, either full, or to account for anything more than the rents and profits actually collected less the cost of collection, and any sum so collected by the Mortgagor to make all rental payments direct to the Mortgagor, without liability to the Mortgagor until satisfied to the satisfaction of the Mortgagor, and should no sum at the time of each 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 selected as possible in the county, licensed 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 amounts ad litem to the payment of principal and interest provided in said note, a sum equal to the premium that will next become due and payable on policies of insurance and/or taxes, if applicable, fire and other hazard insurance covering the mortgaged property, plus taxes, and assessments not due on the note, and premiums, all as estimated by the Mortgagor, less all sums already paid therefor, divided by the number of months to elapse before the note falls due to the date when such premium, taxes, and assessments will be due and payable, and sum 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, the excess, assessments, or insurance premiums, the excess may be credited by the Mortgagor on subsequent payments to be made by the Mortgagor, if however said sum shall be insufficient to make such 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, or any other documents, if applicable, covering the indebtedness, then terminating, 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 event the Mortgagor shall repay to Mortgagor such premium payment, with interest, at the rate specified in said premium note, in equal monthly installments over the remaining payment period.