TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any wise appertaining, and all rents, issues and profits thereof, and all of the estate, right, title and interest of Mortgagor, now or hereafter attached or appertaining to the premises, and all fixtures and equipment other than trade fixtures, now or hereafter attached to the premises, all of which shall be deemed to be and remain a part of the realty.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor hereby covenants and warrants that said Mortgagor is seized of the above described premises in fee simple and has the right to convey the said premises free and clear of all encumbrances except as otherwise herein stated, that the Mortgagor is lawfully empowered to convey the same, and that the Mortgagor will forever defend the said premises unto the Mortgagee against the Mortgagor and against the Mortgagor's successors and assigns and against all persons whomsoever lawfully claiming or to claim the same or any 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 therein provided.

2. That this mortgage will secure the Mortgagee for any additional sums which may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes or public assessments, hazard insurance premiums, repairs or other such purposes pursuant to the provisions of this mortgage, and also for any and all advances that may hereafter be made by the Mortgagee to the Mortgagor under the authority of Sec. 45-55, 1962 Code of Laws of South Carolina, as amended, or similar statutes, and all such advances shall bear interest at the same rate as that provided in said note and shall be payable at the demand of the Mortgagee, 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 and in a company or companies acceptable to the Mortgagee, 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 and shall include loss payable clauses in favor of the Mortgagee, and in the event of loss Mortgagor will give immediate notice thereof to the Mortgagee by registered mail, and should the Mortgagor at any time fail to keep such 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.

4. 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 expense of such repairs to the mortgage debt and secure the same under this mortgage, with interest as hereinabove provided.

5. That the Mortgagee may at any time require the insuring and maintaining of insurance upon the life of any person indebted under the indebtedness secured hereby in a sum sufficient to pay the mortgage debt, with the Mortgagee as beneficiary, and if the premiums are not otherwise paid the Mortgagee may pay such 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 date thereof and to exhibit the receipts therefor at the office of the Mortgagee immediately upon payment, and should the Mortgagor fail to pay such taxes and assessments when the same shall be due the Mortgagee may at its option pay the same and charge the amount so paid to the mortgage debt and secure the same under this mortgage, with interest as herein provided.

7. That if this mortgage covers a leasehold, the Mortgagor agrees that the principal amount of the indebtedness secured hereby shall be considered by the Mortgagee as payable in full in the manner prescribed in accordance with the terms and conditions of a certain Ground Lease Agreement which is required to be executed but is made a part of this mortgage and incorporated herein by reference.

8. That the Mortgagor will not further encumber the premises described herein or any other real property conveyed to the Mortgagee without the prior consent of the Mortgagee, and should the Mortgagor so encumber or attempt to encumber the premises the Mortgagee may, at its option, declare the mortgage debt immediately due and payable and may foreclose or exercise any other remedy permitted by law or this mortgage.

9. That the Mortgagor hereby assigns to the Mortgagee the rents and profits arising from the mortgaged premises, reserving the right to collect the same so long as the debt hereby secured is not in default. In the event any part of the principal indebtedness or interest, taxes or fire insurance premiums be past due and unpaid the Mortgagee may, without notice, at any time thereafter, take possession of the mortgaged premises, if then not occupied by a tenant or tenants, and rent the same and collect the rents, issues and profits therefrom, and out of the same pay the taxes, fire insurance premiums, or any other sum which may be required to be paid under the terms of this mortgage, and also a reasonable rental for the premises so occupied by Mortgagor, and also a reasonable compensation for its services in renting the premises and collecting the rents, issues and profits, and shall be accountable only for the net rents, issues and profits actually received by it. The net rents, issues and profits so collected shall be applied to the payment of the mortgage debt, with interest, and any surplus shall be paid over to the Mortgagor until default in payment of the mortgage debt or any part thereof, or default in any other respect under this mortgage, or default in any other obligation to the Mortgagee, and in the event of such default the Mortgagee may apply to the Judge of the Family Court of the County in which the property is located, or any Judge of the Circuit Court, for the appointment of a receiver with authority to take possession of said premises and collect such rents and profits, applying the net rents and profits after paying the cost of the mortgage debt, without liability to account for anything other than the rents and profits actually received.

10. That if the indebtedness secured by this mortgage be foreclosed, or if this mortgage be placed in the hands of an attorney for foreclosure, the Mortgagor agrees to pay to the Mortgagee, in addition to the amounts of principal and interest owed on said note, a sum equal to the premiums that will become due for the ensuing year for fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged premises, all estimated by the Mortgagee, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become due and payable, such sums to be used by the Mortgagee to pay such premiums, taxes and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagee 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 as the same shall become due and payable, the Mortgagor 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 the Mortgagee may, at its option, apply for a renewal of mortgage guaranty or similar insurance covering the balance then remaining due on the mortgage debt, and the Mortgagee may, at its option, pay the single premium required for the remaining years of the term of the Mortgage, less the unearned premium, and add the same to the mortgage debt, in which event the Mortgagor shall repay to Mortgagee such premium so advanced, with interest, at the rate specified in said promissory note, in equal monthly installments, commencing with the next ensuing payment period.

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