and the contract of the contract of

TOGETHER with all and singular the rights, members hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all built-in stoves and refrigerators, heating, air conditioning, plumbing and electrical fixtures wall to wall carpeting, fences and gates, and any other equipment or fixtures now or hereafter attached connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered 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 represents and warrants that said Mortgagor is seized of the above described premises in fee simple absolute; that the above described premises are free and clear of all liens or other excumbrances; that the Mortgagor is lawfully empowered to convey or encumber the same; and that the Mortgagor will forever defend the said premises unto the Mortgagor, its successors and assigns, from and against the Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

The way of the state of the sta

Committee of the second

- 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 loans or advances that may hereafter be made by the Mortgagee to the Mortgager under the authority of Sec. 45-55, 1962 Code of laws of South Carolina, as amended, or similar statutes, and all sums 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.
- 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 should it so require 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 made and should the Mortgagor at any time fail to keep said premises insured or fail to pay the premisms 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 Mortgagoe 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 Mortgagee may at any time require the issuance 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 Mortgagee as beneficiary, and if the premiums are not otherwise paid, the Mortgagee 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 exhibit the receipts therefor at the offices of the Mortgagee 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 nontgage, with interest as above provided.
- 7. That if this mortgage secures 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.
- S. That the Mortgagor will not further encumber the premises above described, without the prior consent of the Mortgagee, and should the Mortgagor so encumber such premises, the Mortgagee may, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.
- 9. That should the Mortzagor alienate the mortgaged premises by Contract of Sale Boral for Litle, or Deed of Conveyance, and the within nortgage 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 reasonable cost as required by the Association for processing the assumption furnish the Association with a copy of the Contract of Sale, Boral 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 kain balance to the maintainer 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 resulty the Mortgagor or his purchoser of the new interest rate and monthly payments, and will mail him a new passbook. Should the Mortgagor, or his Furchoser, full to comply with the provisions of the within paragraph, the Mortgagoe, 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 Mortzagor 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 by-laws or the charter of the Mortzagor, or any stipulations set out in this mortgage, the Mortgagor at its option may write to the Mortzagor at his list known address giving him thirty (30) days in which to rectify the said default and should the Mortzagor fail to rectify said default within the said thirty days the Mortzagor, may, at its option, increase the interest rate on the bound done for the remaining term of the loan or for a lesser term to the maximum rate per annual permitted to be charged at that time by applicable Swith Carolina law, or a lesser increase rate as may be determined by the Association. The monthly payments will be admisted accordingly.
- 11. That should the Mortzegor ful to make payments of principal and interest as due on the promissory rate and should any monthly installment become past due for a period in excess of 15 days, the Mortzegee 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 hardling of such delinquent payments.
- 12. That the Mortzagor bereby assigns to the Mortzagoe, its successors and assigns all the rents assess and profits according from the mortzagod premises retaining the right to collect the same so long as the debt bereby secured as not in arreads of payment, but should any part of the principal indebtedness, or interest, taxes, or fire insurance premions, he past the and impaid, the Mortzagoe may without notice or further proceedings take over the mortzagod premises, if they shall be occupied by a tenant or tenants, and collect said rents and profits and apply the same to the indebtedness bereby secured, without hill his 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 Mortzagoe, to make all rental payments direct to the Mortzagoe without hibbility to the Mortzagoe until restrict to the countrary by the Mortzagoe, and should said premises at the time of such default be occupied by the Mortzagoe may apply to the Judge of the County Court or to any Judge of the Court of Common bleas who shall be resident or preselve in the counts abreast for the appointment of a receiver with authority to take possession of said premises and collect such rents and profits actually collected.
- 13. That the Mortzigee, at its option, may require the Mortziger to pay to the Mortziger, on the first day of each north until the note secured hereby is filly publ, the following soms in addition to the payments of principal and interest provided in soil rate: a sum equal to the premiums that will next become due and plus die of policies of contage grangers recorded a giplo dies, fore and other hizard insurance covering the mortziged property plus taxes, and assessments and assessments will be due and payable, such some to be bell by Mortziger to pay said primitions, taxes and assessments will be due and payable, such some to be bell by Mortziger to pay said primitions, taxes and special assessments. Should these payments exceed the amount of payments intuilly mode by the Mortziger for taxes, assessments or insurance premiums, the excess may be credited by the Mortziger on subsequent payments to be made by the Mortziger shall pay to the Mortziger any ansembs necessary to make askl payments when the same shall become due and payable, the Mortziger shall pay to the Mortziger may, at its option apply for remewal of mortziger further agrees that at the real of ten years from the date hereof. Mortziger may, at its option apply for remewal of mortziger granants or sinclar mismance of apply able) covering the balance then remaining due on the mortzige debt, and the Mortziger may at its option, pay the soule provious required for the remaining years of the term or the Mortziger may pay such premium and add the same to the nortzige debt, in which event the Mortziger shall repay to Mortziger such premium payment, with interest, at the rate specified in soil process is note, in equal monthly installments over the remaining payment period.