

TO HAVE AND TO HOLD IT IN THE BURGESS FOR HER MAJESTY'S USES AND BENEFITS, TO MASTERS AND SAILORS, LORRY,

The Mortgagor covenants that he is lawfully entitled to the premises hereinafter described to fee simple absolute, that he has good right and lawful authority to sell, assign or exchange the same, that the premises above described are free and clear of all liens and encumbrances, except the lien of this mortgage, that the Mortgagor has lawfully held, leased, his heirs, executors, and administrators to warrant and defend against all and sundry persons or parties whom the said Mortgagor, his successors and assigns, from time to time, may have against him and his heirs, executors, and administrators, jointly or severally, claiming or to claim the same or any part thereof.

This mortgage is made subject to Article 14 of the Uniform Mortgagors Act of 1928, as amended.

1. The Mortgagor will pay monthly, plus all expenses as set forth in the documents by which he holds this mortgage, at the time and in the manner herein stipulated, plus any interest thereon, "due charge" not to exceed two cents (\$2) for each one dollar (\$1.00) of each payment made more than fifteen (15) days after it becomes due, to cover the additional expense involved in handling delinquent payments. Plus one centage not to exceed five dollars (\$5.00) for each delinquent payment, provided that in no event shall the total charge throughout in this mortgage, when added to the rate of interest charge, exceed the legal rate of interest permitted by law.

2 The Mortgagor will keep this instrument well-preserved and will not permit any lien, which might ever grandfather this instrument or impose any taxes or penalties or any cost thereof, or on the improvements theron, and will neither garnish nor garnishee any or the same way in, any way impinge the security given by this instrument.

In order more fully to provide for payment of the principal amount due and in addition to the monthly payments of principal and interest payable under the Note it is agreed that the monthly rate of the same shall be the payments under the said note for the first month and thereafter for the remaining months of the Note as though the same in the first day of each month a sum equal to one month's Note, it is agreed that such monthly rate of payment shall be assessed and made to become due against the herein described premises at such rate and manner. If by reason of circumstances, early premiums may be becoming due and payable in amounts less than those assessed in the year or years covered such credits shall be made by the Mortgagor his successors or assigns for the period of time and amount required to make payment thereon, to pay interest thereon, to pay such sums as may become due and owing by reason of the making of any premium payment as made under this paragraph shall exceed the amount of the regular monthly note, it is also agreed that successive premiums rates and assessments in the case may be made according to the same method as the same would be if the total of such monthly payments of principal and interest as a premium were to be paid at the regular monthly rates and assessments when due, then the Mortgagor shall upon demand pay to the Lender all such amounts as make up the difference. It is understood with this term and premium of an additional rate of interest as the Lender shall make full payment of the cause of indebtedness of the Note secured hereby, no further premium or interest shall be demanded under the provisions of this paragraph. To the extent that all the payments of the principal and interest and successive premiums rates and assessments to the Mortgagor are complied with by the Mortgagor but in case he fails to do so and there are then a sum provided for the payment of insurance premiums, which sum is to be shown prior to the date of this paragraph unapplied such sum may be applied as an expense in limiting the sum of the principal and interest and successive premiums rates and assessments when due. Further, in the event of default under the provisions of this mortgage, whether in a period of the principal unpaid or, if the property is deemed to require sale, in the time of the commencement of proceedings upon default or in the time of the commencement of the sale hereof, in case the property so otherwise requires, any balance then remaining in the funds mentioned above in year one of the original ten insurance premiums rates and assessments, as a credit against the principal, can only be used after such date.

6. PROVIDER: At witness, signed this day 1 of the month and year appearing at the place in these presents, that the said Mortgagor does and shall well and truly pay or cause to be paid unto me, the said Mortgagee, the sum or amount, the said debt or sum of money mentioned with the specific interest, & for what ever sum or amount in the use where and meaning of the said note, and all sums of money provided by the party in the third person, the trustee, receiver, administrator of estates, under the covenants of this mortgage than this day is unpaid and due unto those hereinabove, and to myself and my heirs, executors & trustees it shall remain in full force and virtue. The ungraffed sum left out from the said provision until last in any payment of principal, or of any interest which day or until taken, is the performance of this agreement in writing herein contained, under the provisions of this mortgage.

7. If the said Mortgagor does not have, and promises to give to the Company such title as he may have, and authority to sell or encumber the same, or if said premises are sold under the law of bankruptcy and insolvency, otherwise, or if any suit have been begun or shall be begun affecting the same, or if any law or instrument have been made or levied against the held security hereby or upon the Mortgagee, or upon its executors or assigns, in the course of this mortgage, or in the event where it is permitted or committed on the within described premises to garnish, or in the payment of any of the principal of such debt or of any interest thereon at the time the same is due, or upon debts in the payment of any and all sorts of money purchased to be paid by the Mortgagor under the conditions and stipulations contained in this mortgage, to whomsoever the future of the Mortgagee to continue any of the agreements or covenants contained in this mortgage, pertaining the payment of taxes, assessments and insurance premiums in the manner herein provided, the same are paid, if the holder of the Mortgage, its executors and assigns, become at once due and payable, and this mortgage may be foreclosed by said Mortgagee, or a warrant of seizure.

8. If the Mortgagor defaults in the payment of and fails to make payment in full or performs any of the agreements or covenants herein set forth, the Lender may sue up and quiet title to the above described premises in the Mortgagor and agrees that any Judge of the Circuit Court in and State that it lies in otherwise appoint a Receiver with authority to take possession of said premises and collect the rents and yields, and that payment of all of whomsoever may be entitled to the payment of said debt, therefor, may sue up and quiet title under both mortgages, without liability, however, to account for anything other than the rents and yields delivered thereunder.

9. If this note and mortgage are placed in the hands of an attorney for collection, or if any legal proceedings be instituted for the foreclosure of this mortgage, or should the Plaintiff become a party to any suit involving this mortgage or the title to the premises herein described, all costs and expenses incurred in the litigations, and a reasonable attorney's fee, shall become due and payable and the amount thereof shall be recoverable in the judgment and recovered as damages hereunder.

10. The Mortgagor waives the benefit of any statute regarding the limitation of a deficiency judgment or requiring that the value of the mortgaged premises be set off against any debt in the event receiver appointed, and the Mortgagor agrees to release his heirs, executors, administrators, successors and assigns from the benefit of any protective laws in South Carolina, notwithstanding, without limiting the generality of the foregoing, the application of limitations, whether in the nature of statute, deficiency judgment, provided, however, if any of the provisions of this paragraph is construed as invalid, such provision shall not prevail and every agreement, covenant or condition of this instrument shall remain in full force and effect.