TOGETHER with all [illegible] to the said premises belonging [illegible]

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee [illegible]

The Mortgagor represents and warrants that this Mortgage does not violate the [illegible] that the Mortgagor has good and marketable title to all of the [illegible] Mortgagor has the right to convey the same to the Mortgagee as aforesaid, that the Mortgagor will warrant and forever defend the title to the same to the Mortgagee against the lawful claims of all persons whomsoever, and that the Mortgagor will [illegible]

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by the said promissory note at the times and in the manner therein provided.

2. That the Mortgagor will secure the Mortgagee for any additional loans which may hereafter be made at the option of the Mortgagee for the purpose of paying taxes or insurance premiums on the property or for any other purpose authorized by the then existing Mortgage Lending Plan of the Mortgagee. Any such additional loans, and all other indebtedness owed by the Mortgagor to the Mortgagee, whether existing on the date hereof or hereafter arising, shall be secured by this Mortgage to the extent that the aggregate of such indebtedness does not exceed the maximum principal amount specified in Section 45-55 1962 Code of Laws of South Carolina as amended. [illegible] bear interest at the same rate or rates as that provided for herein unless otherwise agreed to by the parties thereto, but in no event at a rate higher than the highest rate permitted by law. Nothing contained in this Mortgage shall be construed as obligating the Mortgagee to make any additional loans.

3. That Mortgagor will keep the improvements on the mortgaged property now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

4. That Mortgagor will keep all taxes and other public assessments levied or assessed against the mortgaged property when the same shall become due and payable and will promptly deliver to the Mortgagee receipts evidencing the payment thereof, and should the Mortgagor fail to make any payment or do any act as herein provided, then the Mortgagee, but without obligation so to do and without notice to or demand upon the Mortgagor and without releasing the Mortgagor from any obligation hereof, may make or do the same in such manner and to such extent as the Mortgagee may deem necessary to protect the security hereof, including specifically the right to pay and discharge any tax, lien, security interest or other encumbrance at any time levied or placed on the mortgaged property in violation of this Mortgage and unless expressly prohibited by the then existing Mortgage Lending Plan of the Mortgagee may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. All sums so paid or advanced by the Mortgagee, with interest from the date thereof at the rate stipulated in the note secured hereby, shall be secured hereby and shall be immediately repaid by the Mortgagor without demand.

5. That the Mortgagor will keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire and other hazards in an amount not less than the full insurable value thereof or in such lesser amount as may be specified by the Mortgagee, but in no event in an amount less than the unpaid balance of the indebtedness hereby secured. All such insurance shall be in companies acceptable to the Mortgagee and the policies and renewals thereof shall be held by and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

6. That the Mortgagor will keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire and other hazards in an amount not less than the full insurable value thereof or in such lesser amount as may be specified by the Mortgagee, but in no event in an amount less than the unpaid balance of the indebtedness hereby secured. All such insurance shall be in companies acceptable to the Mortgagee and the policies and renewals thereof shall be held by and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

7. That the Mortgagor will not [illegible] without the prior written consent of the Mortgagee, and should the Mortgagor fail to keep and perform any of the covenants and conditions of any such [illegible] and such failure shall continue for a period of [illegible] days after written notice thereof by the Mortgagee to the Mortgagor, then such failure shall, at the option of the Mortgagee, constitute a default hereunder and under the note secured hereby, and the Mortgagee may, at its option, without further notice or demand, declare the entire indebtedness hereby secured immediately due and payable.

8. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property in good repair and will not commit or suffer any waste of the property. The Mortgagee may make or cause to be made reasonable entries upon and inspections of the property, provided that the Mortgagee shall give the Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to the Mortgagee's interest in the property.

9. That the Mortgagor will comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the property, or any part thereof, or to the use or occupancy thereof, including without limitation, the Americans with Disabilities Act, the violation of which would have a material adverse effect on the property, the value of the property or the security intended to be provided by this Mortgage.

10. That the Mortgagor will not permit or suffer the use of any of the property for any purpose which may render void or voidable any insurance then in force with respect thereto.

11. That the Mortgagor will pay all taxes, assessments or other charges levied or assessed against the property before the same become past due, and will deliver to the Mortgagee, upon demand, receipts evidencing such payments. The Mortgagor will pay all taxes which may be levied upon the interest of the Mortgagee in the property described herein, or upon the indebtedness secured hereby, or upon this Mortgage or the note secured hereby, and will reimburse the Mortgagee for any such taxes which it may pay. Should the State of South Carolina or the United States of America or any political subdivision thereof, now or at any time hereafter, levy any tax upon this Mortgage or the note secured hereby, which the Mortgagee is or may be required to pay, the Mortgagor will pay the same, with interest and penalties thereon, if any, on demand by the Mortgagee. If the Mortgagor fails to pay any such taxes, assessments or other charges when due, the Mortgagee may, but shall not be obligated to, pay the same, and the Mortgagor will reimburse the Mortgagee for any such payments, with interest at the rate stipulated in the note secured hereby, on demand by the Mortgagee.

12. That the Mortgagor hereby assigns to the Mortgagee the rents and profits arising from the mortgaged property and gives the Mortgagee the right, power and authority during the continuance of these presents to collect the rents, issues and profits of said property as they become due and payable, including rents due and unpaid at the time of any foreclosure hereof, and the Mortgagor hereby appoints the Mortgagee its true and lawful attorney-in-fact, at the option of the Mortgagee, at any time during the continuance of these presents, to rent the premises to the Mortgagor or to any other person or persons at such rental and upon such terms as the Mortgagee shall deem proper, and to demand, collect and receive from the Mortgagor or such other person or persons the rents of the premises hereby conveyed, or such part thereof as may be then under the control of the Mortgagee, and to give proper receipts and releases therefor, and after deducting all charges and expenses attending the execution of the powers herein granted, including attorneys' fees, to apply the remainder of the moneys so received to the payment of the indebtedness hereby secured, in such order as the Mortgagee may determine. The Mortgagee shall not be liable to account to the Mortgagor for any action taken pursuant to the foregoing powers other than to account for the rents and profits actually received.

13. That the Mortgagor hereby assigns to the Mortgagee any award made hereafter to it in any court proceeding involving the condemnation in whole or in part of the property described herein or any private sale in lieu thereof, and the Mortgagee shall be entitled to receive out of any such award an amount equal to the greater of the unpaid balance of the indebtedness secured hereby or the proportion of such award which the value of the property taken bears to the value of the entire property, such value to be determined as of the date of such taking. The Mortgagee shall have the right to participate in any such proceeding and to appear in the name of the Mortgagor or any beneficiary hereunder in any action or proceeding relating to any such award. All compensation, awards, damages, claims, rights of action and proceeds of or on account of any damage or taking by reason of any act of public authority are hereby assigned to the Mortgagee and the Mortgagor agrees to execute such further assignments of any compensation, awards, damages, claims, rights of action and proceeds as the Mortgagee may require.

4329 RV.2