

108.1 THE B with all rights, but the rights, members, benefits, costs, and properties to the said building or in any way connected thereto, and shall be held by the B as his or her right to be the owner of the same, and the B will well keep the premises, buildings, and other property connected thereto in good condition, and the B will pay all taxes, and the expenses of the parties hereto that all expenses and charges of the same shall be paid by the B.

#### **TO HAVE AND TO HOLD all and singular the said premises of the Mortgagor to the Mortgagee forever.**

The Mortgagor represents and warrants that said Mortgagor is not at the time of execution of this mortgage, liable for any taxes or assessments on the premises, or that the Mortgagor has no power to make any such payment, and that the Mortgagor will remain liable for the same, and that the Mortgagor has no power to make any such payment, and that the Mortgagor is not every present with a law in force in South Carolina, part thereof.

#### **THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:**

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness, and the said promissory note at the times and in the manner there provided.
2. That the Mortgagor will see to the Mortgagor for any additional sums which may be called for hereafter at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, or other such purposes, pursuant to the provisions of this mortgage, and also for any taxes or advances that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 1992 Code of Laws of South Carolina, as amended, or similar statutory and all such such sums shall bear interest at the same rate of interest as that provided in said note unless otherwise agreed upon by the parties, and shall be payable at the demand of the Mortgagor, 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, wind storm and other hazards in a sum not less than the balance due hereunder at any time, by some company or companies acceptable to the Mortgagor, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagor and agrees that such policies shall be held by the Mortgagor, shall be in full force and shall be payable directly in favor of the Mortgagor, and in the event of loss, Mortgagor will give notice to the Mortgagor, and the Mortgagor may require the Mortgagor to cause to be kept such policies named or held to pay the premium for such insurance, then the Mortgagor may cause such insurance to be insured in the name of the Mortgagor and transact 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 require the Mortgagor and the Mortgagor of each to pay the sum of one percent deducted from the monthly payments to the Association, and if the same shall fail to pay the mortgage debt with the Mortgagor as lessee, and if the same are not otherwise paid, the Mortgagor may pay said percentages and the same 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 1st date thereof, and to collect the same at the office of the Mortgagor, or separately upon payment, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall to the Mortgagor, except its option, pay the same and charge the same to the mortgage debt, and the same under this mortgage with interest as above provided.
7. That if this mortgage contains a provision to the effect that the Mortgagor agrees that the principal sum of the indebtedness hereby created shall be paid to the Mortgagor in periodic payments, as and when progress is made, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed, it shall be a part of this mortgage and incorporated herein by reference.
8. That the Mortgagor will and does now, and the parties do hereby agree, that the principal sum of the Mortgagor, and the sum of the Mortgagor's interest in the same, as the Mortgagor may, at its option, receive the indebtedness herein created to be immediately due and payable, and the same to be paid in monthly installments, and proceeding to assess the same, and collect the same.
9. That the Mortgagor will and does now, and the parties do hereby agree, that the principal sum of the Mortgagor, and the sum of the Mortgagor's interest in the same, as the Mortgagor may, at its option, receive the indebtedness herein created to be immediately due and payable, and the same to be paid in monthly installments, and proceeding to assess the same, and collect the same.
10. That the Mortgagor will and does now, and the parties do hereby agree, that the principal sum of the Mortgagor, and the sum of the Mortgagor's interest in the same, as the Mortgagor may, at its option, receive the indebtedness herein created to be immediately due and payable, and the same to be paid in monthly installments, and proceeding to assess the same, and collect the same.
11. That should the Mortgagor fail to pay amounts of principal and interest as due, at the process by note, and the same shall be unpaid for a period of thirty (30) days, or more, or there should be any deficiency remaining with and after the law or the charter of the Mortgagor, or any other laws or charters of the state of the Mortgagor, or any other law or charter of the Mortgagor, or the last known address of the Mortgagor, or the day on which to pay the said debt it is directed by the Mortgagor to pay such said debt within the said thirty days, the Mortgagor, or at its option, may, at the interest rate of the last bid day for the remaining term of the loan or for a lesser term to the day of the last payment, paid to be charged against the same, apply the South Carolina law, or a lesser interest rate as may be determined by the Association. The Association shall, by the Mortgagor, be required to pay the new interest rate and monthly payments, and will add interest on a monthly basis. The Mortgagor, or at its option, may, at the date of the first payment, and the provisions of the written agreement, the Mortgagor, or at its option, may before the said date, three months, or less, file a complaint due and payable, and may institute any proceedings necessary to collect and enforce the same.
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 collect the same so long as the said rents, issues, and profits are not in arrears of payment, but should any part of the principal, interest, taxes, or other charges, premiums, be past due and unpaid, the Mortgagor may, without notice or other process, take over the mortgaged property, if they shall be paid by a tenant or tenants, and collect said rents and profits and apply the same to the indebtedness herein created, without liability to account for anything more than the rents and profits actually collected, less the cost of collection, and to require a written request by Mortgagor, to make all rental payments direct to the Mortgagor, or to hold the same, the Mortgagor, or to sell the same to the Mortgagor, and should said premises at the time of said default be repossessed by the Mortgagor, the Mortgagor, may apply to the Judge of the County Court or any Judge of the Circuit Court or Probate Court, or to the probate of the county, aforesaid for the appointment of a receiver with authority to take possession of said premises and collect said 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 created hereby is fully paid, the following sum or addition to the payments of principal and interest provided in said note, a sum equal to the premium that will next become due and payable on policies of hazard insurance, or applicable fire and other hazard insurance covering the mortgaged property, plus taxes, and assessments, not due on the mortgaged premises, all as estimated by the Mortgagor, less all sums already paid therefor, divided by the number of days in the twelve months prior to the date when such premium, taxes, and assessments will be due and payable, such sum to be held by Mortgagor to pay such premiums, taxes, and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagor for taxes, assessments, or insurance premiums, the excess may be credited by the Mortgagor on subsequent payments to be made to 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 make a similar mortgage, or apply to Mortgagor covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the such premium required for the remaining years of the term of the Mortgagor, may pay such premium and add the same to the mortgage debt, in which case the Mortgagor shall repay to Mortgagor such premium payment with interest at the rate specified in said promissory note, and monthly installments over the remaining payment period.