

**And Mortgagors Covenant And Agree:**

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1. To keep all improvements on said premises insured for the protection of Mortgagee in such manner, in such amounts and in such companies as Mortgagee may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Mortgagee; and that loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not, or to the restoration of said improvements.
2. To pay all taxes and special assessments of any kind that have been or may be levied or assessed within the State of South Carolina upon said premises, or any part thereof, or upon the note or debt secured hereby, or upon the interest of Mortgagee in said premises or in said note or said debt, and procure and deliver to Mortgagee, at its home office, ten days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments.
3. To keep said premises free from all prior liens and upon demand of Mortgagee to pay any lien which in any way may impair the security of this mortgage.
4. In the event of default by Mortgagors under paragraphs 1, 2 or 3 above, Mortgagee, at its option (whether electing to declare the whole indebtedness hereby secured due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof (unless Mortgagors have instituted proper legal proceedings to test the validity of such taxes or assessments and have deposited with Mortgagee security therefor acceptable to it); and (c) pay such liens, and all costs, expenses and attorney's fees herein covenanted to be paid by Mortgagors; and all such payments, with interest thereon from the time of payment at the highest rate allowed by law, shall be deemed a part of the indebtedness secured by this mortgage, and shall be immediately due and payable by Mortgagors to Mortgagee.
5. That there is no assignment or pledge of any leases of, or rentals or income from, said premises now in effect, and that, until said indebtedness is fully paid, they will not make any such assignment or pledge to anyone other than Mortgagee and will not, without the prior written approval of Mortgagee, consent to a cancellation of any of said leases having at the time an unexpired term of more than two years, or to a release or reduction of the liability of any lessee under such a lease.
6. To keep the buildings and other improvements now or hereafter erected on said premises in good condition and repair, and not to commit or suffer any waste of said premises.
7. That they will pay the indebtedness hereby secured promptly and in full compliance with the terms of said note and this mortgage, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created, and will also fully perform all of the covenants, conditions and terms of this mortgage, then these presents shall be void, otherwise to remain in full force and effect.
8. To bind themselves or itself, their heirs, executors, administrators, successors or assigns to procure or execute any further necessary assurances of title to said premises, and also to warrant and forever defend all and singular the said premises unto said Mortgagee, its successors and assigns, from and against Mortgagors, their heirs, executors, administrators, successors or assigns, and all other persons lawfully claiming or to claim the same or any part thereof.

**It Is Mutually Agreed That:**

1. Mortgagee shall be subrogated to the lien of any and all prior incumbrances, liens or charges paid and discharged from the proceeds of the note hereby secured, and even though said prior liens have been released of record, the repayment of said note shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.
2. Whenever by the terms of this instrument or of said note Mortgagee is given any option, such option may be exercised when the right accrues, or at any time thereafter.
3. The provisions herein contained shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively.
4. In case default shall be made in the payment of any instalment of said note or of interest thereon when due or if there shall be a failure to comply with any covenant, condition or provision of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, costs, expenses and solicitor's or attorney's fees herein specified shall, at the option of Mortgagee and without notice to Mortgagors (such notice being hereby expressly waived), become due and collectible at once by foreclosure or otherwise.
5. As further security for the fulfillment of Mortgagors' obligations, Mortgagors hereby assign to Mortgagee all present and future leases and all rents, issues and profits of the premises, and upon any default, Mortgagee is hereby empowered to enter upon and take possession of the premises, to let the same, to receive all rents, issues and profits thereof either due or to become due and to apply such receipts in payment of necessary charges and expenses and on account of said indebtedness, or Mortgagee may apply to any Judge of the Circuit Court of said State who may at Chambers or otherwise, appoint a