

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of said premises unto the mortgagee and its successors and assigns forever. Provided always, and this mortgage is upon this express condition, that if mortgagor shall pay the note or obligation hereinbefore referred to and the indebtedness evidenced thereby, and all other sums secured by this mortgage, and shall fully do, perform, comply with, and abide by all the covenants and agreements of said note and this mortgage, then these presents shall be void, and the estate hereby granted shall cease and determine, and the mortgagee will execute and deliver to the mortgagor a suitable instrument to enable the mortgagor to cause this instrument to be discharged of record. It is agreed, however, that all expenses incurred in effecting such discharge shall be borne by mortgagor.

This mortgage is made, however, subject to the following covenants, conditions and agreements:

FIRST: That the mortgagor agrees to pay the indebtedness with interest as in said note provided, or any renewals or extensions thereof, and if default be made in the payment of any part thereof the mortgagee may foreclose this mortgage in the manner provided by law or by the terms of this mortgage.

SECOND: That the mortgagor agrees to pay as the same become due and payable all taxes, assessments and other charges imposed by law upon said premises or any part thereof including the mortgagee's interest therein and upon this mortgage or the note or indebtedness secured hereby (excluding, however, mortgage registration taxes now required by law to be paid by the mortgagee), provided that should the amount of payments made for the mortgagee for such taxes, assessments and other charges under this paragraph together with the interest on the indebtedness exceed the highest interest rate permitted by law on the indebtedness then owing, mortgagor shall not be liable to pay any of such excess over the highest lawful rate. In the event of the passage, after the date hereof, of any law by the State of South Carolina, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures, shall have the right to give six (6) months' written notice to the owner of said land requiring the payment of the entire indebtedness secured hereby, and it is hereby agreed that if such notice be given the said indebtedness shall become due, payable and collectible at the expiration of said six (6) months.

THIRD: That the mortgagor agrees to pay all other debts that are now or may become liens upon or charges against said premises, and not to permit any lien of any kind to accrue and remain on said premises, or the improvements thereon, which might take precedence over the lien of this mortgage. The mortgagor further agrees not to create any lien on said premises junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without consent of such person and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created, as security for the payment of the indebtedness secured hereby or any obligation substituted therefor or issued to refund same.

FOURTH: That the mortgagor agrees to keep said premises and improvements thereon in good condition and repair and not to commit or suffer waste thereof, nor to do or suffer to be done any act whereby the value of any part of such property may be lessened; to operate all lands, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman-like manner in accordance with accepted principles of sound agricultural and forestry practices; to take all reasonable precautions to control wind and water erosion; to fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; to protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the mortgagee. The mortgagee shall have the right to inspect the mortgaged property at such reasonable times and intervals as the mortgagee may desire, to determine the mortgagor's compliance with the covenants contained in any clause of this mortgage.

FIFTH: That the mortgagor agrees to procure, maintain and deliver, premiums paid, to the mortgagee policies of insurance against such hazards on the buildings now or hereafter located on said premises as the mortgagee may from time to time require, in such companies and in such amount and form and with such loss payable clauses as shall be satisfactory to the mortgagee. The mortgagee is authorized to assign and deliver said policies to any purchaser of this mortgage or to the purchaser of said premises at any foreclosure sale. In event of loss the mortgagee is expressly authorized and empowered to settle or compromise claims under said policies, and the proceeds from said policies as well as any other policies procured by the mortgagor shall be paid to the mortgagee who at its sole discretion may apply same or a part thereof on account of the indebtedness secured hereby whether or not then due and payable, or may apply the same or any part thereof towards the alteration, reconstruction or repair of said buildings, either to the portion damaged or any other portion thereof, or release same to the mortgagor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

SIXTH: That in the event the mortgagor shall fail to procure, maintain and deliver the insurance policies, premiums prepaid, or to pay as the same become due and payable, any tax or assessment imposed by law upon said premises or any part thereof, or the note or indebtedness secured hereby, or to pay any lien, claim or charge against said premises which might take precedence over the lien of this mortgage, or to comply with the provisions of clause Fourth hereof, the mortgagee may, without notice or demand (whether electing to declare the full indebtedness hereby secured due and collectible or not) insure any of the buildings and pay the cost of such insurance and pay any of said taxes, assessments, liens, claims and charges, or any part thereof, or redeem from the sale of said premises for any taxes or assessments (irregularities in the levy or imposition of any tax or assessment being expressly waived), or redeem from the sale of said premises resulting from the enforcement of any such lien, claim or charge, or expend such sums as may be necessary to correct the failure of the mortgagor to comply with the provisions of said clause Fourth, and the mortgagor hereby agrees immediately to repay to the mortgagee, without notice or demand, any sums so paid with interest thereon at the same rate as specified in the note secured hereby on the prin-