

TOGETHER with all and singular the rights and appurtenances thereto in anywise by law hereunto in anywise attaching, including all built-in stoves and refrigerators, heating, air conditioning, plumbing, electrical, and other fixtures, and all wall covering, fences and gates, and any other equipment or fixtures now or hereafter attached to or in anywise attached to the realty.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its heirs, assigns, executors, administrators, and assigns forever.

The Mortgagor represents and warrants that said Mortgage is secured by the above described premises, and that the above described premises are free and clear of all liens or other encumbrances, and that the Mortgagor will forever defend the said premises to the Mortgagee, its heirs, assigns, executors, administrators, and assigns, from and against the Mortgagor and every person whomsoever lawfully claiming to have the same or any part thereof.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS

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

2. That this mortgage will secure the Mortgagee for any additional sums which may be advanced hereafter at the option of the Mortgagee, for the payment of taxes, or public assessments, hazard insurance premiums, or repairs or other such purposes permitted by the provisions of this mortgage, and also for any loans or advances that may hereafter be made by the Mortgagee to the Mortgagor by the authority of Sec. 15-55, 1962 Code of Laws of South Carolina, as amended, or any statute which may hereafter be enacted, and shall bear interest at the same rate or rates as that provided in said note, unless otherwise agreed upon by the parties and shall be payable at the demand of the Mortgagee, 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, windstorm and other hazards, in a sum not less than the balance of the indebtedness secured by this mortgage, with companies acceptable to the Mortgagee, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagee, and agrees that all such policies shall be held by the Mortgagee should it so require, and shall include loss payable clauses payable to the Mortgagee, and in the event of loss, Mortgagor will give immediate notice of the same to the Mortgagee, and shall indemnify and hold the Mortgagee at any time liable for such premises insured or fail to pay the premium or such premium, and the Mortgagee may cause such improvements to be insured in the name of the Mortgagee and reimburse 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 Mortgagee may, at its option, enter upon said premises and make whatever repairs, in necessary and charge the expense for such repairs to the mortgage debt and collect the same under this mortgage, with interest as hereinabove provided.

5. That the Mortgagee may at any time require the issuance and maintenance of a title insurance policy, the cost of which shall be paid under the indebtedness secured hereby in a sum sufficient to pay the mortgage debt with the Mortgagee as beneficiary, and if the premiums are not otherwise paid, the Mortgagee may pay said premiums, and the same shall be a part of the mortgage debt.

6. That Mortgagor agrees to pay all taxes and other public assessments levied upon the mortgaged premises on or before the due dates thereof and to exhibit the receipts therefor at the offices of the Mortgagee, and should Mortgagor fail to do so, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagee may at its option pay the same and charge the amounts so paid to the mortgage debt and collect the same under this mortgage, with interest as hereinabove provided.

7. That if this mortgage secures a "Construction Loan", the Mortgagee, upon the completion of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments, as provided in the mortgage, and should the Mortgagor fail to comply with the terms and conditions of a Construction Loan Agreement which is separately executed but is a part of this mortgage, the Mortgagee may, at its option, institute any proceedings necessary to collect the indebtedness.

8. That the Mortgagor will not further encumber the premises above described, and should the Mortgagor so encumber such premises, the Mortgagee may, at its option, institute any proceedings necessary to collect the indebtedness.

9. That should the Mortgagee alienate the mortgaged premises by sale, lease, gift, or otherwise, the Mortgagor or his heirs, assigns, executors, administrators, and assigns shall, within thirty (30) days of the date of such alienation, pay the principal and interest on the indebtedness secured by this mortgage, or should the Mortgagor fail to do so, the Mortgagee may, at its option, apply for an assumption of the mortgage indebtedness, pay the principal and interest on the indebtedness secured by this mortgage, and should the Mortgagor fail to do so, the Mortgagee may, at its option, institute any proceedings necessary to collect the indebtedness.

10. That should the Mortgagor fail to make payments of principal and interest on the indebtedness secured by this mortgage for a period of thirty (30) days, or if there should be any failure to pay the principal and interest on the indebtedness secured by this mortgage, the Mortgagee may, at its option, declare the entire indebtedness secured by this mortgage to be immediately due and payable, and should the Mortgagor fail to pay the same, the Mortgagee may, at its option, institute any proceedings necessary to collect the indebtedness.

11. That should the Mortgagor fail to make payments of principal and interest on the indebtedness secured by this mortgage for a period of fifteen (15) days, the Mortgagee may, at its option, charge an interest rate of five (5%) per centum on any such past due installment and on delinquent payments.

12. That the Mortgagor hereby assigns to the Mortgagee, its heirs, assigns, executors, administrators, and assigns, all and singular the rights and appurtenances thereto in anywise by law hereunto in anywise attaching, including all built-in stoves and refrigerators, heating, air conditioning, plumbing, electrical, and other fixtures, and all wall covering, fences and gates, and any other equipment or fixtures now or hereafter attached to or in anywise attached to the realty, and should any part of the principal or interest on the indebtedness secured by this mortgage be in arrears, the Mortgagee may, at its option, take over the mortgaged premises, collect such rents and profits and apply the same to the indebtedness, and should the Mortgagee fail to do so, the Mortgagee may, at its option, institute any proceedings necessary to collect the indebtedness, and should the Mortgagee fail to do so, the Mortgagee may, at its option, institute any proceedings necessary to collect the indebtedness.

13. That the Mortgagee, at its option, may require the Mortgagor to pay the principal and interest on the indebtedness secured hereby in full, plus the following: (a) a sum equal to the premiums that will next become due and payable on a hazard insurance covering the mortgaged property, plus taxes and assessments on the mortgaged premises, and (b) a sum equal to the cost of such premises, taxes, and assessments, and the cost of paying such special assessments. Should the Mortgagor fail to pay the same, the Mortgagee may, at its option, institute any proceedings necessary to collect the indebtedness, and should the Mortgagee fail to do so, the Mortgagee may, at its option, institute any proceedings necessary to collect the indebtedness.

0965

4328 RV-2