

This mortgage shall also constitute a security agreement under the South Carolina Uniform Commercial Code so that the Mortgagee shall have and may enforce a security interest, to secure payment of all sums due or to become due to the Mortgagee, in any or all said fixtures, machinery, equipment, furnishings and other articles of real, personal or mixed property in addition to (but not in limitation of) the lien upon the same, as part of the realty, imposed by the foregoing provisions hereof, such security interest to attach at the earliest moment permitted by law and also to include and attach to all contract rights and general intangibles of Mortgagor obtained in connection with or relating to the operation, construction and maintenance of the mortgaged premises as well as any and all items of property in the foregoing classifications which are hereafter acquired.

TO HAVE AND TO HOLD, all and singular the premises unto Mortgagee, its successors and assigns forever. Mortgagor covenants that it lawfully seized of the premises hereinabove described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), that they have good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except as herein otherwise recited. Mortgagor further covenants to warrant and forever defend all and singular the premises as herein conveyed, unto Mortgagee forever, from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, that if Mortgagor, its heirs, executors, administrators or assigns, shall and / ^{does} well and truly pay, or cause to be paid, unto Mortgagee, its successors, or assigns, the said indebtedness with interest as aforesaid, and shall perform the covenants, conditions, and agreements herein contained, then this mortgage, and the estate hereby granted shall cease, determine, and be utterly null and void; otherwise, it shall remain in full force and virtue.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements:

1. Mortgagor shall pay the said indebtedness and interest thereon when and as they shall become due, whether in course or under any condition, covenant, or agreement herein contained.

2. Mortgagor shall keep the premises in good condition and repair, reasonable wear and tear excepted; shall not permit nor perform any act which would in any way impair the value of the premises; shall not remove any fixture nor remove or demolish any building or improvement located on the above described land without the written consent of Mortgagee; and shall neither commit nor permit waste of the premises.

3. Mortgagor shall pay and discharge as the same become due all taxes and assessments (except income taxes of Mortgagee) that may accrue, be levied, or assessed upon the premises or any part thereof, which may be or become a lien prior to the lien of this mortgage or have priority in payment to the indebtedness secured hereby, or upon Mortgagee's interest therein or upon this mortgage or the indebtedness or evidence of indebtedness secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon Mortgagee. Upon the passage of any law imposing the payment of the whole or any part thereof upon Mortgagee or upon the rendering of a decision by any appellate court of competent jurisdiction that the undertaking by Mortgagor or any similar undertaking to pay such taxes is legally inoperative, then the indebtedness hereby secured without deduction shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained in this mortgage or any law heretofore or hereafter enacted. Mortgagor shall not suffer or permit any such taxes or assessments on the said premises to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments; and further shall furnish annually to Mortgagee, prior to the date when they would become delinquent, certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

4. Mortgagor shall pay all debts, claims, or other charges that may become liens against the premises or any part thereof for repairs or improvements that may have been, or may hereafter be, made on the premises and shall not permit any lien or encumbrance of any kind which might become superior to the title of Mortgagee or the lien of this mortgage to accrue or remain on the premises or any part thereof.

5. Mortgagor shall provide, maintain, and deliver to Mortgagee policies of fire and such other insurance as Mortgagee may from time to time require in companies, form, and amounts satisfactory to Mortgagee upon the buildings and improvements now or hereafter situate on the premises, and shall assign and deliver to Mortgagee with satisfactory mortgage clauses all insurance policies of any kind or in any amount now or hereafter issued upon the premises. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the premises caused by any casualty. Full power is hereby conferred on Mortgagee to settle and compromise claims under all policies and to demand, receive, and receipt for all monies becoming payable thereunder and to assign all policies to any holder of the indebtedness secured hereby or to the grantee of the premises in the event of the foreclosure of this mortgage or other transfer of title to the premises in extinguishment of the indebtedness secured hereby. In the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to Mortgagee which, at its sole and absolute discretion, shall apply the same, wholly or partially, after deducting all costs of collection, either as a payment on account of the indebtedness secured hereby without affecting the amount or time of subsequent instalments required thereunder, whether or not then due or payable, or toward the alteration, reconstruction, repair, or restoration of the premises, either to the portion thereof by which said loss was sustained or any other portion thereof.

6. If Mortgagor fails to insure the premises, or to pay and furnish receipts for all taxes and assessments, or to pay debts, claims, or other charges for repairs and improvements, or to keep the premises in good condition and repair, all as provided herein, Mortgagee may at its option procure such insurance, pay such taxes and assessments with any penalty and interest thereon, redeem the property from any tax sale, procure such receipts, or enter upon the premises and make such repairs as it may deem necessary; and Mortgagor shall immediately pay to Mortgagee all sums which it shall have so paid together with interest thereon at the ^{rate of 12% per annum or the highest legal rate} ~~rate of 12% per annum~~ from the date the same was paid, and for payment thereof, this mortgage shall stand as security in like manner and effect as for the payment of the indebtedness referred to above. The failure of Mortgagee to procure such insurance, to pay such taxes and assessments, to redeem the property from any tax sale, or to make repairs shall in no way render Mortgagee liable to Mortgagor. If Mortgagee shall elect to advance insurance premiums, taxes, or assessments, or redeem from tax sale, the receipt of the insurance company or of the proper tax official shall be conclusive evidence of the amount, validity, and the fact of payment thereof. See Rider attached hereto and made a part hereof.

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