

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has 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. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided, or as modified or extended by mutual agreement in writing.

2. That this mortgage shall secure the Mortgagor for such further sums as may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to his covenants therin, and also any further loans, advances, readvances or credits that may be made hereafter upon the Mortgagor by the Mortgagor, and for any other or further obligation or indebtedness due to the Mortgagor by the Mortgagor at any time hereafter, and that all sums so advanced shall bear interest at the same rate as the Mortgage debt and shall be payable on demand of the Mortgagor, unless otherwise provided in writing, and the sum of this mortgage securing such advances and readvances shall be superior to the rights of the holder of any intervening lien or encumbrance.

3. Without affecting the liability of any person obligated for the payment of any indebtedness secured hereby, and without affecting the rights of the Mortgagor with respect to any security not expressly released in writing, the Mortgagor may at any time, without notice or consent, make any agreement extending the time or otherwise altering the terms of payment of the indebtedness secured hereby.

4. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as and as required from time to time by the Mortgagor against loss by fire and other hazards, in such amounts as may be required by the Mortgagor, and in companies acceptable to it, and that he does hereby assign to the Mortgagor all such policies, and that all such policies and renewals thereof shall be held by the Mortgagor and these attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagor.

5. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in good repair and, in the case of a construction loan, that he will continue construction until completion without interruption and should he fail to do so, the Mortgagor may at its option enter upon said premises, make what ever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

6. That the Mortgagor may require the maker, endorser or endorsee of any indebtedness secured hereby to carry life insurance upon himself to a sum sufficient to pay all sums secured by this mortgage, designating the Mortgagor as beneficiary thereof and upon failure of the Mortgagor to pay the premiums therefor, the Mortgagor may, at its option, pay said premiums and all sums so advanced by the Mortgagor shall become a part of mortgage debt.

7. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Mortgagor on the first day of each month, until the indebtedness secured hereby is paid in full, a sum equal to one-twelfth of the annual taxes, public assessments and insurance premiums as estimated by the Mortgagor, and on the failure of the Mortgagor to pay all taxes, insurance premiums and public assessments, the Mortgagor may at its option pay said items and charge all advances therefor to the mortgage debt.

8. That he hereby assigns to the mortgagor all the rents, issues and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagor shall have the right to have a receiver appointed of the rents, issues and profits who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

9. That, at the option of the Mortgagor, this mortgage shall become due and payable forthwith if the Mortgagor shall cause over said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor or in the case of a construction loan, if the Mortgagor shall permit work on the project to become and remain interrupted for a period of fifteen (15) days without the written consent of the Mortgagor.

10. It is agreed that the Mortgagor shall hold and enjoy the premise above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, then then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagor, all sums then owing by the Mortgagor to the Mortgagor shall become immediately due and payable and this mortgage may be foreclosed should any legal proceedings be instituted for the foreclosure of the mortgage, or should the Mortgagor become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the Mortgagor, in a sum of the debt secured hereby, and may be recovered and collected hereunder.