Together with all rights, privileges, interest, easements, improvements, hereditaments, and appurtenances thereunto belonging or pertaining, and all fixtures, equipment and appliances now or subsequently attached to or used in connection with said premises (all said property being herein referred to as "the premises").

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

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements assumed hereby, Mortgagor does hereby transfer, set over and assign to Mortgagee:

(a) All rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues and profits.

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings, or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized, but not required, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

Mortgagor covenants and agrees with Mortgagee as follows:

1. Mortgagor is lawfully seized of an indefeasible estate in fee simple, free from encumbrances, has good right and power to convey the premises, and does hereby warrant and will forever defend all and singular the premises unto Mortgagee against Mortgagor and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

2. To pay all sums secured hereby when due.

3. To pay, when due, all taxes and assessments of every type or nature levied or assessed against the premises and any claim, lien or encumbrance against the premises which may be or become prior to this mortgage.

4. If required by Mortgagee, to also make monthly deposits with Mortgagee, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. If, by reason of any default by Mortgagor under any provision of this mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except in so far as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

5. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation hereafter passed, against Mortgagee upon this mortgage or the debt hereby secured, or upon its interest under this mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in South Carolina and provided further that in the event of the passage of any such law or regulation, the entire indebtedness secured by this mortgage shall thereupon become immediately due and payable at the option of Mortgagee.

6. Mortgagor will keep the improvements now existing or hereafter erected on the premises insured as may be required from time to time by Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. Any and all amounts received by Mortgagee under any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee may, in its sole discretion, elect or, at the option of Mortgagee, the entire amount so received or any part thereof may be released. Such insurance policies, and abstracts of title and other title evidence, shall be delivered to and held by Mortgagee. In event of foreclosure of this mortgage or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to such insurance policies, abstracts of title and other title evidence shall become the absolute property of Mortgagee.

7. That Mortgagor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Mortgagee shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not put or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Mortgagee's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.

8. If Mortgagor fails to pay any claim, lien or encumbrance which is prior to this mortgage, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or stop such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable and for any of said purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof.

9. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this mortgage, together with interest on such advancements at the rate of [illegible] per cent (8%) per annum, and all such sums and interest thereon shall be secured hereby.

10. If default be made in payment of any installment of principal or interest or [illegible] when due, or in payment, when due, of any other sum secured hereby, or in the performance of any of Mortgagor's obligations, covenants or agreements hereunder:

(a) All of the indebtedness secured hereby shall become [illegible] at the option of Mortgagee without notice or demand which are hereby expressly waived, and [illegible]

(b) Irrespective of whether Mortgagee exercises the option [illegible] Mortgagee may [illegible] sale, and [illegible] Mortgagee [illegible] standard [illegible] or [illegible] Circuit Court [illegible] and [illegible]