This mortgage is executed pursuant to the authority of Subsection (c) of Section 5 of the Home Owners' Loan Act of 1933, as amended and Section 545.6-14 of the Rules and Regulations for the Federal Savings and Loan System. The provisions of a land development loan agreement executed by the mortgagors to the mortgagee is incorporated herein by reference. The mortgagee is to release each lot in the subdivision upon payment of \$1750.00 per lot; provided however, the mortgagee as it determines, would continue to have security of not less than 70 per cent of loan to total value ratio remaining at all times.

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fixted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

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

The Mortgagor represents and warrants that said Mortgagor is seized of the above described premises in fee simple absolute; that the above described premises are free and clear of all liens or other encumbrances; that the Mortgagor is lawfully gee, its successors and assigns, from and against the Mortgagor will forever defend the said premises unto the Mortgagor 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, repairs or other such purposes pursuant to the provisions of this mortgage, and also for any loans or advances that may hereafter be made by the Mortgagee to the Mortgagor under the authority of Sec. 45-55, 1962 Code of laws of South Carolina, as amended, or similar 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 due hereunder at any time and in a company or 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 and shall include loss payable clauses in favor of the Mortgagee; and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagee by registered mail; and should the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums for such for the cost of such insurance, with interest as hereinabove provided. 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 are necessary and charge the expenses for such repairs to the mortgage debt and collect the same under this mortgage, with interest as hereinabove
- 5. That the Mortgagee may at any time require the issuance and maintenance of insurance upon the life of any person obligated under the indebtedness secured hereby in a sum sufficient to pay the mortgage debt, with the Mortgagee as been a part of the mortgage debt, and any amount so paid shall
- 6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises on or be-fore the due dates thereof and to exhibit the receipts therefor at the offices of the Mortgagor immediately upon payment, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagor 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
- 7. That if this mortgage secures a "construction loan", the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments, as construction progresses, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed but is made a part of this mortgage and incorporated herein by reference.
- 8. That the Mortgagor will not further encumber the premises above described, nor alienate said premises by way of mortgage or deed of conveyance without the prior consent of the Mortgagee, and should the Mortgagor so encumber or alienate such premises, the Mortgagee may, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.
- 9. That the Mortgagor hereby assigns to the Mortgagee, its successors and assigns, all the rents, issues, and profits accruing from the mortgaged premises, retaining the right to collect the same so long as the debt hereby secured is not in arrears of payment, but should any part of the principal indebtedness, or interest, taxes, or fire insurance premiums, be past due and unpaid, the Mortgagee may without notice or further proceedings take over the mortgaged premises, if they shall be occupied by a tenant or tenants, and collect said rents and profits and apply the same to the indebtedness hereby secured, without liability to account for anything more than the rents and profits actually collected, less the cost of collection, and any tenant is authornotified to the contrary by the Mortgagee; and should said premises at the time of such default be occupied by the Mortgagor, until the Mortgagee may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be premises and collect such rents and profits, applying said rents, after paying the cost of collection, to the mortgage debt without liability to account for anything more than the rents and profits actually collected.
- 10. That if the indebtedness secured by this mortgage be guaranteed or insured by mortgage guaranty insurance, the Mortgagor agrees to pay to the Mortgagee, on the first day of each month until the note secured hereby is fully paid, the following sums in addition to the payments of principal and interest provided in said note: a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes, and assessments next due on the mortgaged premises (all as estimated by the Mortgagee) less all sums taxes, and assessments will be due and payable, such sums to be held by Mortgagee to pay said premiums, taxes and special cr insurance premiums, the excess may be credited by the Mortgagee on subsequent payments to be made by the Mortgagor; if, however, said sums shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgage any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the surance covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the single mortgage debt, in which event the Mortgagor shall repay to Mortgagee such premium payment, with interest, at the rate specified in said promissory note, in equal monthly installments over the remaining payment period.