TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had, therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD all and singular the said Premises unto the said CAMERON-BROWN COMPANY, its successors and assigns. And the Mortgagor does hereby bind itself and its successors, executors and administrators to warrant and forever defend all and singular the said Premises unto the said Mortgagee, its successors and assigns, from and against itself and its successors, executors, administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That it will promptly pay the principal of and interest on the indebtedness evidenced by the said promissory note, at the times and in the manner therein provided and that it will observe and perform all the covenants and agreements set forth in the said Loan Agreement referred to hereinabove.

2. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Mortgagee; and that all sums so advanced shall bear interest at the rate as the Mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing.

3. To pay all taxes, assessments, water rates and other governmental or municipal charges which may constitute a charge upon the above described premises and, at the option of the Mortgagee, to deliver the official receipts therefor to the Mortgagee, and in default of said payments, the Mortgagee may pay the same and add the amount thereof to the debt secured by this mortgage.

4. That, at the option of the Mortgagee, the indebtedness secured by this mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, or a partial release of said premises, the Mortgagee at its option may charge a transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this mortgage and/or the note secured hereby.

5. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in good repair and should he fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt; that, in the event that the proceeds of this loan are for the construction of improvements on the mortgaged premises, he will continue construction until completion without interruption, and should he fail to do so, the Mortgagee may, at its option, enter upon said premises, complete said construction work, and charge the expenses for the completion of such construction to the mortgage debt; and/or the Mortgagee may declare the indebtedness secured hereby due and payable if the Mortgagor shall permit such construction to be and remain interrupted for a period of fifteen (15) days.

6. To insure and keep insured the improvements now existing or hereafter erected on the mortgaged premises in an amount and in a company or companies satisfactory to the Mortgagee from loss or damage by fire and other hazards, as may be required by the Mortgagee, and that in the event the Mortgagor shall at any time fail to do so, then the Mortgagee may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the Mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

Should the Mortgagee, by reason of any such insurance against loss or damage by fire or tornado, or by other casualties or contingencies, as aforesaid, receive any sum or sums of money for any damage by fire or tornado, or by other casualties or contingencies, to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said Mortgagor, its successors or assigns, to enable such parties to repair said buildings or to erect new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or tornado, or by other casualties or contingencies, or such payment over, took place.

7. That in case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in the case of failure to keep insured for the benefit of the Mortgagee the improvements on the premises, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law, or fails to comply with said Loan Agreement, in any of said cases the Mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

8. That in the event of the passage, after the date of this mortgage, or any law of the State of South Carolina deducting from the value of land, for the purpose of taxing any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due and payable.

9. That it does hereby assign and set over into the Mortgagee all rents, issues and profits from the above mortgaged property hereafter accruing as additional security for the indebtedness and other items herein secured, and for the purpose of keeping said mortgaged property in proper repair, and the Mortgagee is given a prior and continuing lien thereon; provided, however, that until there be a default under the terms hereof, the Mortgagor may continue to collect and enjoy said rents, issues and profits without accountability to the Mortgagee. This assignment of rents shall be in addition to the other remedies herein provided for in event of default, and may be put into effect independently of or concurrently with any of said remedies. This assignment and lien shall apply to all rents, issues and profits hereafter accruing from present leases and renewals thereof of the mortgaged property and from all leases or renewals hereafter made by the present or any future owners of the property, and any purchaser of the mortgaged property shall take subject to all of the provisions and conditions hereof.

10. That in addition to any of the other provisions and remedies hereof or as provided by law, the Mortgagee may immediately, after any default under the terms and conditions hereof, apply for the appointment of a receiver to collect the rents, income and profits from said premises, including the authority to let or relet the premises or part thereof when the same shall become vacant, and apply the net proceeds (after paying costs or receivership) upon said debt, interests, costs and expenses, without liability to account for any more than the rents and profits actually received, and the Mortgagee shall be entitled to the appointment of such a receiver as a matter of right, without consideration to the value of the mortgaged premises as security for the amounts due or the solvency of any person or persons liable for the payment of such amounts. This right is cumulative and is not a waiver by the Mortgagee of any of its other rights hereunder.