5008 1318 FAGE 823

œ(

including a reasonable counsel fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

The Mortgagor further covenants to keep the building on said premises in good repair and condition and not suffer waste thereof.

THE MORTGAGOR FURTHER COVENANTS AND AGREES that no building on the premises shall be altered, removed or demolished without the consent of the Mortgagee; and that the Mortgagor within five (5) days, upon request in person, or within ten (10) days, upon request by mail, will furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any offsets or defenses exist against the mortgage debt.

FURTHER, the Mortgagor covenants and agrees that he will begin construction of improvements not later than the 16  $J_{J/\gamma}$  , 19 74; will continually prosecute the work and will complete and pay for said improvements on or before May 31, 1975, and that the funds to be advanced herein are to be used solely in the construction of said improvements, in accordance with a certain Loan Agreement between the Mortgagor and said The Citizens and Southern National Bank of South Carolina, dated even date herewith, and this Mortgage is subject to all of the provisions of said Loan Agreement as if the same were fully set forth herein and made a part hereof. The said Loan Agreement provides, among other things, for advances to be made by the said The Citizens and Southern National Bank of South Carolina to the Mortgagor pending completion of certain improvements now under construction on the mortgaged property. If any default in the performance or observance by the Mortgagor of the terms, covenants and provisions contained in said Loan Agreement, as the same may from time to time be modified or amended, shall occur, then such default shall constitute a default hereunder and anything herein to the contrary notwithstanding, the holder

and the contraction of the contr