

10. That all covenants by the rights, members, beneficiaries, and heirs of the Mortgagor contained in this instrument shall be binding upon the Mortgagor and his heirs, executors, administrators, and personal representatives, and shall be binding upon the Mortgagor, his heirs, executors, administrators, and personal representatives, notwithstanding any change in the ownership of the Mortgagor or any other person, and notwithstanding any change in the ownership of the property mortgaged, and notwithstanding any change in the ownership of the Mortgagor or any other person, and notwithstanding any change in the ownership of the property mortgaged.

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

The Mortgagee represents and warrants that said Mortgagee is of sound mind, of full age, and of good repute, and that the above described premises are free and clear of all liens, and that the Mortgagee will have power to convey the same in the same, and that the Mortgagee will forever defend the same against the Mortgagor, his heirs, executors, administrators, and personal representatives, and every person who may ever lawfully come into possession of the same.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the principal sum and the same at the time and in the manner therin provided.

2. That this mortgage will secure the Mortgagor for any additional taxes, assessments, or charges levied at the instance of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, or any other liability imposed by the provisions of this mortgage, and also for any loss 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 statutes, and all sums so paid shall bear interest at the same rate or rates as that provided in said note unless otherwise set forth by the parties, or shall be payable at the demand of the Mortgagor, 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 case of such loss or damage, exceptable to the Mortgagee, and Mortgagor shall hereby assign the policy or policies of insurance to the Mortgagee, and agree that all such policies shall be held by the Mortgagee, should it so desire, and shall include any possible claim or right of the Mortgagor, and in the event of loss, Mortgagor will pay immediately to the Mortgagee the amount of such loss, or shall bear Mortgagor at any time fail to keep said premises insured or fail to pay the premium for such insurance, then the Mortgagee may cause Mortgagor to be insured in the name of the Mortgagee and to release itself 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 provided.

5. That the Mortgagor may at any time require the issuance and continuation of insurance upon the property, as per option, and at the order of the Mortgagee, and shall bear in a sum sufficient to pay the insurance debt, with the Mortgagee as trustee, and if the premiums are not otherwise paid, the Mortgagee may pay said premiums and any account so paid shall be added to part of the mortgage debt.

6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises on or before the due dates thereof and to deliver the receipts therefor at the offices of the Mortgagee immediately upon payment, and should the Mortgagee fail to pay such taxes and assessments when the same shall fall due, the Mortgagee 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 as hereinabove provided.

7. That if this mortgage secures a construction loan, the Mortgagor agrees that the principal amount of the said indebtedness hereby secured shall be advanced to the Mortgagor in periodic payments, as work progresses, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed hereto and is made a part of this mortgage and incorporated herein by reference.

8. That the Mortgagor will and further will cause the principal amount of the principal amount of the Mortgage, and should the Mortgagor so require, and upon the Mortgagor so doing, release the indebtedness hereby secured to be immediately due and payable and may institute and prosecute proceedings necessary to effect such indebtedness.

9. That should the Mortgagor release the mortgaged premises by Contract of Sale, Deed for Sale, or Deed of Conveyance, and the action mortgagee, indebtedness is no part of all the Mortgagor's debts, shall be required to file with the Association an application for an assumption of the mortgage indebtedness, pay the premium, and as required by the Association for processing the assumption through the Association, with a copy of the Contract of Sale, Deed for Sale, or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of transfer modified by increasing the interest rate on the said loan balance to the maximum rate per annum permitted to be charged at that time by applicable State and/or law, or a lesser increase in interest rate as may be determined by the Association. The Association will notify the Mortgagor of his principal of the new interest rate and monthly payments, and will notify him in a new affidavit. Should the Mortgagor so do, Mortgagor shall comply with the provisions of the within paragraph, the Mortgagor, at its option, may declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.

10. That should the Mortgagor fail to make payments of principal and interest as due on the principal sum and the same shall be unpaid for a period of thirty (30) days, or if there should be any failure to comply with and abide by any law or the charter of the Mortgagee, or any stipulations set out in this mortgage, the Mortgagee, at its option, may cause to the Mortgagor at his last known address, giving him thirty (30) days in which to satisfy the said default, and should the Mortgagor fail to satisfy said default within the said thirty days, the Mortgagee may, at its option, increase the interest rate on the loan balance for the remaining term of the loan for a lesser term to the maximum rate per annum permitted to be charged at that time by applicable South Carolina law, or a lesser increase rate as may be determined by the Association. The monthly payments will be adjusted accordingly.

11. That should the Mortgagor fail to make payments of principal and interest as due on the principal sum and should any monthly installment become past due for a period in excess of 15 days, the Mortgagee may collect a "late charge" not to exceed an amount equal to five (5%) per centum of any such past due installment in order to cover the extra expense incident to the handling of such delinquent payments.

12. That the Mortgagor hereby agrees to the Mortgagee, its successors and assigns, all the rents, issues, and profits accruing from the mortgaged premises, retaining the said to collect the same so long as the said indebtedness is not in arrears of payment, but the Mortgagee may, at any time, deduct the principal indebtedness, or interest, taxes, or fire or water premiums, be paid, the and unpaid, the Mortgagee may without notice or further process sue to collect the same, if any, or any part of the same, or any part of a tenement or tenancy, and collect said rents and profits and apply the same to the indebtedness hereby secured, and, in case of any default, for anything more collected than the rents and profits actually collected, less the cost of collection, and any tenement or other legal right reserved by Mortgagor, to them the rents and profits actually collected less the cost of collection, and any tenement or other legal right reserved by Mortgagor, to make all rental payments due to the Mortgagee, without liability to the Mortgagee, until satisfied to the satisfaction of the Mortgagee, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagee may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be a justice presiding in the county aforesaid for the appointment of a receiver with authority to take possession of said premises and collect said 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.

13. That the Mortgagee, at its option, may require the Mortgagor to pay to the Mortgagee, on the first day of each month, until the note secured hereby is fully paid, the following sum in addition to the payments of principal and interest provided in said note, a sum equal to the premium that will next become due and payable on public assessments, premiums, taxes, or applicable other 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 already paid thereon divided by the number of months to elapse before the next payment to the date when such premium, taxes, and assessments will be due and payable, such sum to be held by Mortgagee to pay such premium, taxes, and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagee for taxes, assessments, or insurance premiums, the excess may be credited by the Mortgagee on subsequent payments to be made by the Mortgagor, if however, such sums shall be insufficient to make said payments when the same shall become due and payable, the Mortgagee shall pay to the Mortgagee any amounts necessary to make up the deficiency. The Mortgagee further agrees that at the end of ten years from the date hereof, Mortgagee may, at its option, apply for renewal of mortgage, maturity or similar notice, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagee may, at its option, pay the same to the Mortgagee, which except the Mortgagee shall repay to Mortgagee such premium payment, with interest at the rate specified in said premium note, in paid monthly installments over the remaining payment period.