

10.4. THE Mortgagor shall, and will, at all times, hold the Mortgaged premises subject to the mortgage, and the Mortgagor shall not do or suffer any act which would impair the value of the property, or render it less valuable, or which would affect the title thereto, or which would interfere with the enjoyment of the property by the Mortgagor, or which would interfere with the enjoyment of the property by the parties hereto that all such interests and agreements shall be binding upon the parties hereto.

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

The Mortgagor represents and warrants that said Mortgaged premises is free and clear of all liens or other encumbrances, except those which are now or hereafter lawfully imposed upon the said premises, and that the Mortgagor will forever defend the said premises against the Mortgagor, its successors and assigns, and against the Mortgagor and every person who ever lawfully brought suit thereon in the said state or part thereof.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness created by said promissory note at the times and in the manner therein provided.
2. That this mortgage will secure the Mortgagor for any additional sums which may be advanced thereafter at the option of the Mortgagor, for the payment of taxes, or public assessments, levied on the property, or any other expenses paid prior to the prepayment of this mortgage, and also for any sums or advances that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 1962 Code of laws of South Carolina, as amended, or similar statutes, and this may be advanced shall bear interest at the same rate or rates as that provided in said note unless otherwise agreed upon by the parties, and 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, subject to a deduction of amounts acceptable to the Mortgagor, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagor and agrees that all such policies shall be held by the Mortgagor shall be insurable and shall not be less than one-half of the balance of the Mortgage, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor by registered mail, and if the Mortgagor at any time fails to keep said premises insured or fail to pay the premium for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and reasonable costs 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 if the Mortgagor fail to do so, the Mortgagor 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 removal and/or alteration of encumbrances from the title of any person obligated under the mortgage hereinafter in a sum sufficient to pay the mortgage debt, with the Mortgagor as trustee, and if the premiums are not otherwise paid, the Mortgagor may pay said premium and any amount so paid shall become a part of the mortgage debt.
6. That Mortgagor agrees to pay all taxes and other public assessments levied upon the mortgaged premises, on or before the 1st day of the month following the receipt of the bills of the Mortgagor, in monthly equal payments, 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 amount so paid, 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 unpaid amount of the indebtedness hereby secured shall be advanced to the Mortgagor, upon its payment, as a construction progress payment, 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 make a final payment on the date when the last bill is rendered, with the unpaid amount of the Mortgagor, and should the Mortgagor claim a credit upon such payment, the Mortgagor must, at its option, release the indebtedness hereby secured to be unsecured, free and payable without any recourse and proceedings thereafter to effect said indebtedness.
9. That should the Mortgagor release the mortgaged premises by Contract of Sale, Mortgagor shall, or the Mortgagor, and the written mortgage or releases, or any judgment, or the Mortgagor or his heirs, shall be required to file with the Association an application for an assignment of the mortgage rights, fees, pay the reasonable cost as required by the Association for processing the assignment, furnish the Association with a copy of the Contract of Sale, Mortgagor, or the Deed of Conveyance, and have the interest rate on the loan balance, as of the time of transfer, reduced to the maximum rate on 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 local law, or a lesser increase in interest rate as may be determined by the Association. The Association will hold the Mortgagor liable for payment of the new interest rate and monthly payments, and will maintain a new position, shall the Mortgagor, or his heirs, fail to comply with the provisions of the written paragraph, the Mortgagor, or his heirs, shall be liable for the indebtedness, taxes, and costs, to be unsecured, free and payable and may institute and prosecute proceedings to collect said indebtedness.
10. That should the Mortgagor fail to make payments of principal and interest as due on the previous note and the same shall be unpaid for a period of thirty (30) days, or if there should be any default in the mortgage with and shall be caused by laws or the charter of the Mortgagor, or any regulations set out in the mortgage, the Mortgagor, at its option, may write to the Mortgagor at his last known address giving him thirty (30) days in which to rectify the said default, and should the Mortgagor fail to rectify said default within the said thirty days, the Mortgagor may, at its option, increase the interest rate on the loan, or for the remaining term of the loan, or for a lesser term to the maximum rate 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 previous note and should any monthly installment become past due for a period in excess of 15 days, the Mortgagor may collect a late charge and 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 Mortgagor, its successors and assigns, all the rents, issues and profits arising from the mortgaged premises, during the eight (8) years after the same will be held by the Mortgagor as part of amounts of payment, but should any part of the principal indebtedness, or interest, taxes, or other charges, premiums, be paid by and unpaid, the Mortgagor may withhold notice of such payment, or take over the mortgaged premises, if they shall be assigned to a tenant or tenants, and collect such rents and profits and apply the same to the indebtedness hereby secured, without fail, for a period of one month more than the rents and profits actually collected, less the amount of the original unpaid principal to Mortgagor, to make all rental payments due to the Mortgagor, without fail, by the Mortgagor, until satisfied to the Mortgagor by the Mortgagor, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagor must pay to the Judge of the County Court or to any Judge of the Court of Common Pleas, who shall be selected or present in the county aforesaid for the appointment of a receiver with authority to take possession of said premises and collect such rents, profits and 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 Mortgagor, at its option, may require the Mortgagor to pay to the Mortgagor, on the first day of each month until the debt 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 premium that will next become due and payable upon the mortgage, plus taxes, or any other assessments, or charges, or expenses, or charges, or expenses, that may be assessed against the mortgaged property, plus taxes, and assessments, all as estimated by the Mortgagor, less all amounts paid theron, divided by the number of months in the original term of the note to the date when such premium, taxes, and assessments will be due, and payable, which shall be paid by the Mortgagor for taxes, and premiums, taxes, and assessments. Should these payments exceed the amount of payments actually made by the Mortgagor for taxes, and premiums, the excess may be deducted by the Mortgagor on subsequent payments to be made by the Mortgagor, or, however, so long as will be necessary to make said payments when the same shall be due, and payable, the Mortgagor shall pay to the Mortgagor any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date hereof, Mortgagor may, at its option, apply for renewal of mortgage, or any similar instrument, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the same to the mortgage debt, in which case the Mortgagor shall repay to Mortgagor such premium payment, with interest, at the rate specified in said note, for one month, monthly installments over the remaining payment period.