

**100-11116** and all rights for the right to sue for damages for  
any loss or damage resulting from the use of the material by  
the well-drilled parties indicates that the parties have agreed  
to the extent of the parties' rights that they shall not sue  
the wells.

**TO HAVE AND TO HOLD** all and singular the premises above described, and to have and to hold the same, with all the rights and appurtenances thereto belonging, unto the said John C. H. Smith, his heirs and assigns, forever.

## THE MORTGAGE COVENANTS AND AGENTS AS FOLLOWS:

- That the Mortgagor will promptly pay the principal and interest on the mortgage debt, in such amounts and at such times as the Mortgagor may be required to do by the terms and in the manner thereto provided.
  - That this mortgage will secure the Mortgagor for any additional sums which may be paid or advanced by the holder of the mortgage, at the demand of the Mortgagor, for the payment of taxes, or public assessments, levied against the property, or any other sum which may be paid or advanced by the holder of the mortgage, and also for any loans or advances that may be made by the Mortgagor to the Mortgagor under the provisions of this mortgage, and also for any loans or advances that may 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 any other law of the State of South Carolina which shall bear interest at the same rate or rates as that provided in said law, unless otherwise agreed upon by the parties, or shall be provided at the demand of the Mortgagor, unless otherwise provided in writing.
  - That Mortgagor will keep the improvements on the mortgaged premises, whether now existing or hereafter to be created, insured against loss by fire, or robbery and other hazards in a sum not less than one hundred dollars (\$100.00) per annum, and the premiums thereon shall be payable to the Mortgagor, and Mortgagor may deduct the same from payments of principal on the Mortgagor, and agrees that all such policies shall be held by the Mortgagor should it so desire, and shall include losses, damage, or removal of the Mortgagor, and in the event of loss, Mortgagor will have claimants to the benefit of the Mortgagor, to recover the amount of the loss, and the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums for such insurance, then the Mortgagor may cause Mortgagor to be insured in the name of the Mortgagor and provide itself for the cost of such insurance with interest as hereinabove provided.
  - That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and should 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.
  - That the Mortgagor may at any time require the issuance and continuation of insurance upon the property or persons of the lessee under the subletteness created hereby in a sum sufficient to pay the mortgage debt, with the Mortgagor as beneficiary, and if the premiums are not otherwise paid, the Mortgagor may pay said premiums and any amount so paid shall be a part of the mortgage debt.
  - That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises, when due before the due dates thereof and to render the receipts thereon to 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 as hereinabove provided.
  - That if the mortgage secures a Construction Loan, the Mortgagor agrees that the principal amount of the subletteness hereby secured shall be disbursed to the Mortgagor in periodic payments as set forth in the agreement or understanding 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.
  - That the Mortgagor will not further encumber the property or any part thereof without the prior consent of the Mortgagor, and should the Mortgagor so encumber said property, the Mortgagor shall, at its option, reduce the subletteness hereby secured to be immediately due and payable and may commence any proceedings necessary to collect said indebtedness.
  - That should the Mortgagor, or his Purchaser, fail to comply with the Contract of Sale, or with the Title or Deed of Conveyance, and the within mortgage subletteness is not paid in full, the Mortgagor or his Purchaser shall be required to file with the Association an application for an assumption of the mortgage subletteness, pay the reasonable cost as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, or with the Title or Deed of Conveyance, and have the interest assumption furnish the Association with a copy of the Contract of Sale, or with the Title 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 South Carolina law, or a lesser increase in interest rate as may be determined by the Association. The Association will notify the Mortgagor or his Purchaser of the new interest rate and monthly payments, and will mail him a new passbook. Should the Mortgagor, or his Purchaser, fail to comply with the provisions of the within paragraph, the Mortgagor, at its option, may declare the subletteness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.
  - That should the Mortgagor fail to make payments of principal and interest as due on the previous rate 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 Mortgagor, or any stipulations set out in this 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 balance for the remaining term of the loan or 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.
  - That should the Mortgagor fail to make payments of principal and interest as due on the previous rate and should any monthly installment become past due for a period in excess of 15 days, the Mortgagor 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.
  - That the Mortgagor hereby assigns to the Mortgagor, 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 title thereto remains as well as amounts of payment by the Mortgagor, or any part of the principal indebtedness, or interest, taxes, or fee, or similar payments, be just due and unpaid, the Mortgagor may without notice or further proceeding file 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 fail day to demand or anything more than the rents and profits actually collected, less the cost of collection, and no demand is necessary upon request by Mortgagor, to make all rental payments direct to the Mortgagor, without liability to the Mortgagor, until referred to the contrary by the Mortgagor, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagor may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be resident or presiding in the county aforesaid for the appointment of a receiver with authority to take possession of said 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.
  - That the Mortgagor, at its option, may require the Mortgagor to pay to the Mortgagor, 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 and under a sum equal to the premiums that will next become due and payable on policies of mortgage contents insurance, if applicable, fire, and other hazard insurance covering the mortgaged property, plus taxes and assessments, or less on the mortgaged premises, all as estimated by the Mortgagor, less all sums already paid therefor, divided by the number of months to come before one year subsequent to the date when such premiums, taxes, and assessments will be due and payable, such sum to be held by Mortgagor to pay said premiums, taxes, and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagor for taxes, assessments, or insurance premiums, the excess may be credited by the Mortgagor on subsequent payments to be made by the Mortgagor, if, however, said sum shall be insufficient to make said payments when the same shall become 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 insurance or similar insurance, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the single premium required for the remaining years of the term of the Mortgagor, may pay such premium and add the same to the mortgage debt, or who he or she at the Mortgagor shall repay to Mortgagor such premium payment, with interest at the rate specified in said premium note, in equal monthly installments over the remaining payment period.

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