

10.4. THAT with all and singular the rights, members, benefits, and appurtenances to the said real estate or land, now or hereafter existing, including all built-in stores and fixtures, shall be held by the Mortgagor in trust for the benefit of the parties hereto to well support taxes and rates, and any other expenses or taxes, now or hereafter levied or assessed upon the said real estate, and it being the intent of the parties hereto that all such taxes and expenses shall be paid by the Mortgagor, and shall be part of the realty.

10. 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 is seized of the above described premises free and clear of all liens or other encumbrances that the Mortgagor is lawfully entitled to, that the above described premises are free and clear of all liens or other encumbrances that the Mortgagor is lawfully entitled to, and that the Mortgagor will forever defend the said premises to the Mortgagor, its successors and assigns, or to any other person lawfully claiming title thereto, against the Mortgagor and every person who ever lawfully claims or title to the same, as part thereof.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by said promissory note at the time 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, hazard insurance premiums, or other similar expenses accrued to the Mortgagor in the course of this mortgage, and also for any loans 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 all laws, which shall then be in effect at the time of 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 at any time, and that no company or companies 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 should it so require, and shall include loss payable clauses in favor of the Mortgagor, 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 fail to keep said premises insured or fail to pay the premium for such as above, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and retain the result 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, retaining the expense 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 maintenance of insurance upon the property or properties delineated under the indebtedness secured hereby, and if 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 added a 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 date thereof and to keep the tax receipts therefor at the offices of the Mortgagor, or indefinitely 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.

7. That this mortgage secures a Construction Loan, the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be advanced to the Mortgagor in periodic payments, as and as progresses, 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 timely and regular payments of principal and interest on the amount of the unpaid amount of the Mortgage, and should the Mortgagor subsequently default, the Mortgagor may, at its option, hold the indebtedness hereby secured to be immediately due and payable and may resort to any proceedings necessary to collect said indebtedness.

9. That on all the Mortgagor agrees the mortgaged premises by Contract of Sale, based on Date of Deed of Conveyance, and the within mortgage indebtedness is to be paid in full, the Mortgagor or his successor shall be required to file with the Association an application for an assumption of the mortgage indebtedness, pay the reasonable cost as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, based on the Date of Deed of Conveyance, and have the interest rate on the loan balance existing at the time of transfer converted by the Association to the new balance 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 of the calculation of the new interest rate and monthly payments and will mail them to a postbox. Should the Mortgagor or his successor fail to comply with the provisions of the within mortgage, 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 on all 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 more than thirty (30) days failure to comply with said note by law or laws or the charter of the Mortgagor, or six (6) 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 (30) days, the Mortgagor may, at its option, renew 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 shall be calculated on such basis.

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" 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 assigns to the Mortgagor, its successors and assigns, all the rents, issues, and profits arising from the mortgaged premises, retain the right to collect the same so long as the debt hereby secured is not in arrears of payment, but should any part of the principal indebtedness, or interest, taxes, or other expenses, be past due and unpaid, the Mortgagor may, without notice or further process, take over the mortgaged premises at any time, except by a tenement or tenancy and collect said rents and profits and apply the same to the indebtedness hereby secured, and the same may be applied by Mortgagor to bear the rents and profits actually collected, less the cost of collection, and may retain the same upon request by Mortgagor, make all rental payments direct to the Mortgagor, without liability to the Mortgagor, until such time as the Mortgagor may, at his option, sell the mortgaged premises at the time of such default, or 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 thereof for the appointment of a receiver with authority to take possession of said premises and collect such rents and profits, apply the 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 Mortgagor, at its option, may require the Mortgagor to pay to the Mortgagor, on the first day of each month, until the entire 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 premiums that will next become due and payable on policies of mortgage insurance issued, if applicable, for and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged premises, all as estimated by the Mortgagor less all sums already paid thereon, divided by the number of months to elapse before the next premium to the date when such premium, 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 special premiums, the excess may be credited by the Mortgagor on subsequent payments to be made by the Mortgagor, if however such 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 when the debt secured, Mortgagor may, at its option, apply for renewal of mortgage documents in similar manner, if applicable, covering the balance remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the same premium as is required for the remaining years of the term, or the Mortgagor may pay such premium and add the same to the principal of the debt, whereupon the Mortgagor shall repay to Mortgagor such premium payment, with interest at the rate specified in said premium payment, in monthly installments over the remaining payment period.