

TOGETHER with all rights by the rights-holders heretofore or hereafter granted to the Mortgagor, and all rights, legal or equitable, of all Creditors and debtors to the Mortgagor, shall be held in trust for the benefit of the parties hereto that all sums received by the Mortgagor from time to time, shall be applied to the payment of the principal of the mortgage debt and interest thereon.

TO HAVE AND TO HOLD all and singular the said premises of the Mortgagor above described and forever.

The Mortgagor represents and warrants that said Mortgaged is situated in the County of Charleston, State of South Carolina, and that the same is free and clear of all liens or charges of whomsoever, and that the Mortgagor has the right to convey under the same, and that the Mortgagor will forever defend the same against the Mortgagor's heirs, executors and administrators and against the Mortgagor and every person who has ever lawfully or lawfully held or claimed any 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 premises by note at the times and in the manner thereto provided.
2. That this mortgage will secure the Mortgagor for any liability which may be incurred by the action of the Mortgagor for the payment of taxes, or public assessments, hazard insurance premiums, or expenses of other improvements paid to the credit of this mortgage, and also for any dues or advances that may be ordered by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 1962 Code of Laws of South Carolina, as amended, or as the same may be construed, 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 paid due 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 full sum for the number of years remaining on the original or any extension to the Mortgage, and Mortgagor does further, when the point of policy premium is paid to the Mortgagor, and agrees that all such policies shall be held by the Mortgagor, shall be maintained until the date of the cancellation of the Mortgage, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor. If required, the Mortgagor will cause 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 such improvements to be insured in the name of the Mortgagor and may have 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 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 fail to do the necessary and sufficient repairs upon the first four payments obligated under the schedule hereinafter in a sum less than to pay the mortgage debt, with the Mortgagor to be indemnified if the premises are not otherwise paid, the Mortgagor may pay said premiums 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 against the mortgaged premises on or before the due dates thereon and to collect the same either at the office 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.
7. That if the mortgage secures a construction loan, the Mortgagor agrees that the principal and interest of the indebtedness hereby secured shall be deducted from the Mortgage in proportion as the mortgaged premises increase in value 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 not transfer or transfer the property herein described without the prior consent of the Mortgagor, and should the Mortgagor so transfer said premises, the Mortgagor may, at its option, file the indebtedness hereby secured to be immediately due and payable and may cause to have proceedings taken to collect such indebtedness.
9. That should the Mortgagor alienate the mortgaged premises by Contract of Sale, Bond, Deed or Deed of Conveyance, and the same that no change in title to the mortgaged premises is not paid to the Mortgagor or his heirs, shall be required to file with the Association an application for an assignment of the mortgage rights, shall pay the reasonable cost as required by the Association for processing the assignment through the Association with regard to the collection of the indebtedness based on the First or Second of Conveyance, and have the interest rate on the loan balance existing at the time of the demand for payment, plus the interest rate on the said loan balance to the maximum rate permitted to be charged at that time by applicable South Carolina Law, or a lesser interest rate or monthly payments, and will be liable for any penalties. Should the Mortgagor or his heirs, fail to comply with the provisions of the written 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 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 thereafter should fail to pay the same with and due in law by the officer of the Mortgage 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 notify 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 permitted to be charged at that time by applicable South Carolina Law, or a lesser interest rate as may be determined by the Association. The monthly payments will be computed on the new interest rate and monthly payments, and will be liable for any penalties. Should the Mortgagor or his heirs, fail to comply with the provisions of the written 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.
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 agrees to the Mortgagor, its successors and assigns, all the rents, issues and profits securing from the mortgaged premises, retaining the right to collect the same as long as the debt hereby secured is not in arrears of payment, but should any part of the principal debt become due and payable or become due and payable, the Mortgagor may without notice or other process, take 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, except that it is agreed for nothing more than the rents and profits actually collected, less the cost of collection, and no tenant is authorized upon request by Mortgagor, to make all rental payments directly to the Mortgagor, without liability to the Mortgagor, until satisfied to the satisfaction of 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 selected for trial in the county, foreclosed for the appointment of a receiver with authority to take possession and premises and collect rents and profits, applying said rents after paying the cost of collection, to the mortgaged debt without holding the 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 note secured hereby is fully paid, the following sum in addition to the payment of principal and interest provided for note, a sum equal to the premium that will next become due and payable on policies of insurance currently existing on such property and other hazard insurance covering the mortgaged property, plus taxes and assessments levied on the mortgaged premises. The amount estimated by the Mortgagor to be all sums already paid thereon, divided by the number of months to elapse before the next payment date, where 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 premiums 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 such payments when the same shall be due, the same shall be paid by 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 whereby all the same, except the balance owing on 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 event the Mortgagor shall repay to Mortgagor such premium payment, with interest at the rate specified for said premium, and any unpaid monthly installments over the remaining payment period.