

100-111-B with all and singular the rights, members, debts, claims and properties to the said 100-111-B, which was excellent or appertaining thereto, all built-in stoves and refractories, bed, chair, table, desk, bookshelves, etc., as well as all equipment, fixtures and fixtures, and any other equipment whatsoever, as well as the fixtures pertaining thereto, and at being the intention of the parties hereto that all said fixtures and equipment shall remain in the possession of the lessee.

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The Mortgagor represents and warrants that said Mortgage is valid and the above described premises are duly described so that the above described premises are free and clear of all liens or other encumbrances, that the Mortgagor shall have no power to convey or encumber the same, and that the Mortgage will forever defend the said premises in title. Mortgagor does solemnly and earnestly bind himself, his heirs, executors, administrators, successors and assigns, and every person whomsoever lawfully claiming through them, to pay and discharge the sum of \$1,000.00, plus interest.

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 times and in the manner therein provided.
 2. That this mortgage will secure the Mortgagor for any additional sums which may be advanced hereafter at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, repairs or other such expenses paid out to the provisions 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, 1992 Code of Laws of South Carolina as amended, or similar statutes, and all sums so 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 at any time, and in a 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 claim in favor of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagee by registered mail and should 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 render 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 require the receiver and administrator of execution upon the life of any person obligated under the indebtedness or held thereby in a sum sufficient to pay the mortgage debt, with the Mortgage as beneficiary, and if the premiums 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 thereof and to exhibit the receipts therefor 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 this mortgage secures a "Construction Loan", the Mortgagor agrees that the principal amount of the indebtedness herein secured shall be disbursed to the Mortgagor in periodic payments, as construction 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 not transfer ownership of the premises to be collected without the consent of the Mortgagor, and should the Mortgagor so transfer ownership of the premises, at its option, before the indebtedness herein secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.
 9. That should the Mortgagor, during the mortgaged premises by Contract of Sale, bind the Title or Deed of Conveyance, and the within mortgage indebtedness is not paid in full, the Mortgagor or his heirs shall be responsible to the 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, bind the Title or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of transfer modified to increase 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 of the proposed rate of the new interest rate and monthly payments, and will mail him a new payoff. Should the Mortgagor or his heirs fail to comply with the provisions of the within paragraph, the Mortgagor, at its option, may before the indebtedness herein 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 fails to comply with and abide by any law or laws 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.
 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 (.05) 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 accruing from the mortgaged premises, retaining the right to collect the same and due as the debt herein secured as well as interest accrued thereon, should any part of the principal indebtedness or interest, taxes, or other charges, accruing on the mortgaged premises, be paid, lost and/or destroyed, the Mortgagor may without notice or further proceedings take over the mortgaged premises, if they shall be occupied by a tenant, and collect said rents and profits and apply the same to the indebtedness herein secured without liability to account for anything more than the rents and profits actually collected, less the cost of collection, and any amounts so collected upon request by Mortgagor, to make all rental payments due to the Mortgagor, without liability to the Mortgagor, and subject to the contrary to 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 competent proceeding in the county aforesaid for the appointment of a receiver with authority to take possession of said premises and collect rents and profits, applying said rents, after paying the cost of collection, to the mortgage debt, without liability to account for 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 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 insurance premiums, taxes, all applicable fire and other hazard insurance covering the mortgaged property, plus taxes and assessments due on the mortgaged premises, all as estimated by the Mortgagor. Less all sums already paid therefor divided by the number of months to elapse before the next payment to the date when such premiums, taxes and assessments will be due and payable, such sums to be paid 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. It, 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 current 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, in which event the Mortgagor shall repay to Mortgagor such premium payment, with interest at the rate specified in said promissory note, in equal monthly installments over the remaining payment period.