

hereby, or if the property is otherwise acquired after default, the Mortgagor as trustee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the Mortgagor may pay the same; and will promptly deliver the official receipts therefor to the Mortgagee. If the Mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the rate provided for in the principal indebtedness from the date of such advance and shall be secured by this mortgage.

6. Upon the request of the Mortgagor the Mortgagor shall execute and deliver as supplemental notes or notes for the sum or sums advanced by the Mortgagor for the alteration, modification, improvement, maintenance or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and has full as full title as the balance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first delivered above.

7. He will keep the premises in as good order and condition as they are now, reasonable wear and tear excepted, and will not commit or permit any waste thereof.

8. He will continuously maintain hazard insurance of such type or types and amounts as Mortgagor may from time to time require, on the improvements, new or old, after completion thereof, except when payment for all such premium has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums thereon. All insurance shall be carried in companies approved by the Mortgagor and the policies and renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make payment of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagor instead of to the Mortgagor and Mortgagee jointly, and if the amount so paid, or any part thereof, may be applied by the Mortgagor at his option either to the reduction of the principal sum thereby secured or to the replacement or part of the property so covered. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in either element of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He hereby assigns all the rents, issues, and profits of the aforesigned premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagor shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the exercise of his trust as receiver, shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. If the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, then this mortgage shall be null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. The Mortgagee waives the benefit of any appraisal statute laws of the State of South Carolina. Should the Mortgagee become a party to any suit involving this mortgage or the title to the premises it shall have the right to sue for damages, for specific performance, for foreclosure or for the collection of the debt and all attorney's fees and costs necessarily incurred by the Mortgagee, and a reasonable attorney's fee, shall be recoverable by the Mortgagee from the Mortgagor within 30 days after demand. Should any legal proceeding, including suit for the foreclosure of this mortgage, be commenced hereby or any part thereof be placed in the hands of an attorney or garnished before the date of maturity, all costs and expenses, including continuation of the suit and a trial, shall be assessed against the Mortgagor.

If the Inland Waterway Board by its Order or Regulation makes any change in the Title and Regulations of inland waterways on the inland waterways of the States, Government shall pay the expenses of publication of such changes in the inland waterways which are inconsistent with said Title or Regulations and subject to cancellation.

The covenants herein contained shall bind, and the benefits and advantages shall be to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.