

TOGETHER with all and singular the rights, members, benefits, usages and appurtenances to the said building or in any way appertaining, including all heating stoves and refrigerators, fixtures, all manner of plumbing and electrical fixtures, well to wall carpeting, tenures and gates, and any other equipment or fixtures now or hereafter installed or to be installed, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO 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 Mortgagor is seized of the above described premises in fee simple absolute, that the above described premises are free and clear of all liens or other encumbrances, that the Mortgagor is lawfully empowered to convey or encumber the same, and that the Mortgagor will forever defend the said premises unto the Mortgagor, its successors and assigns, from and against the Mortgagor and every person who successively lawfully claimeth or shall claim the same or any part thereof.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the debt in sum 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 purposes pursuant to the terms, as 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 sums so paid, and 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 liability thereunder 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 clauses in favor of the Mortgagor, and in the event of loss, Mortgagor will give prompt notice thereof to the Mortgagor by registered mail, and should the Mortgagor at any time fail to keep said premises insured or fail to pay the premium for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and reimburse 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 issuance and presentation of insurance papers, the bill of any person obligated under the indebtedness secured 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 same, and such 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 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, at its option, to pay the same and charge the amounts so paid to the mortgage debt, and collect the same under this mortgage, with interest as above provided.
7. That if this mortgage secures a construction loan, the Mortgagor agrees that the principal and interest of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments, as soon as the progress of construction, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed this day a part of this mortgage and incorporated herein by reference.
8. That the Mortgagor will, at the option of the holder of the note, pay over to the holder of the note, at the present value of the Mortgagor, and shall the Mortgagor so request, the title to the property, the indebtedness hereby secured to be lawfully due and payable and may institute any proceedings necessary to collect said indebtedness.
9. That should the Mortgagor fail to pay the mortgaged premises by the first of July, or for Title or Deed of Conveyance, and the action of attorney in fact, or as provided in the Mortgagor's Deed of Conveyance, shall be required to file with the Association an application for assumption of the mortgage indebtedness, pay the reasonable costs as required by the Association for processing the assumption, furnish the Association with copies of the Construction Schedule, Title or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of the assumption by the Association, a interest rate on the said loan balance to the maximum rate permitted, provided that the maximum applicable interest rate in Central West Virginia is no less than the interest rate as may be determined by the Association. The Association will notify the Mortgagor of its refusal of the new interest rate and monthly payments, and will, if the new possible shall be the Mortgagor's responsibility, conform with the provisions of the within paragraph to the Mortgagor, and its option to pay direct to the holder of the note, with interest 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 promissory note and the same shall be unpaid for a period of thirty (30) days, and then should the holder of the note, by law, or the charter of the Mortgagor, or by stipulation of the parties, require the Mortgagor to pay the same to the holder of the note, Mortgagor, at his last known address, giving him thirty (30) days in which to satisfy the said debt, Mortgagor shall be entitled to rectify said default within the said thirty (30) days, the Mortgagor, in event of failure to do so, shall be liable for the remaining term of the loan, or for a lesser term, to the holder of the note, at the rate of interest as may be determined by the Association, the holder of the note, or by the S.C. Code of Law, or a lesser rate as may be determined by the Association. The holder of the note, or by the S.C. Code of Law, or a lesser rate as may be determined by the Association.
11. That should the Mortgagor fail to make payments of principal and interest as due on the promissory note and should any monthly installment become past due for a period of more than 15 days, the holder of the note, or by the Association, not to exceed an amount equal to five (5%) per centum of the said past due installments, plus expenses, including the cost of collection, but to the handling of such delinquent payments.
12. That the Mortgagor shall assign to the Mortgagor's account, all rents, issues and profits, arising from the mortgaged premises, after the date of recording of the mortgage, and shall pay to the holder of the note, or by the Association, all amounts of payment, but shall pay part of the principal and interest, and taxes, and other expenses, as provided in the promissory note, past due, and unpaid, the Mortgagor, may without notice, or other process, seize, or the right to do so, and shall be entitled to collect, and collect, and receive, and collect, and rents and profits, and apply the same to the principal and interest, and taxes, and other expenses, to account for anything more than, the rents and profits actually collected, less the expenses, the holder of the note, or by the Association, may request by Mortgagor, to make all rental payments direct to the Mortgagor, and shall be entitled to the contrary by the Mortgagor, and shall pay to the holder of the note, or by the Association, the amount of the principal and interest, and taxes, and other expenses, as provided for the appointment of a receiver, with authority to take possession of, and collect, all rents, issues and profits, upon such rents, after paying the cost of collection, to the holder of the note, or by the Association, and shall pay to the holder of the note, or by the Association, all rents, issues 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, or a portion of the principal, interest, and interest provided in said note, a sum equal to the premiums that will next become due, and payable, for the purpose of insuring the principal sum, and other, fire and other hazard insurance covering the mortgaged property, plus taxes, and other expenses of the same, as may be estimated by the Mortgagor, less all reasonably paid thereon, by the holder of the note, or by the Association, prior to the date when such premiums, taxes, and other expenses will be due and payable, subject to the 3-13-30 Mortgagor, for taxes, assessments, taxes and special assessments. Should these payments exceed the amount of premiums, taxes, and other expenses, the Mortgagor, for taxes, assessments, or other expenses, as the same may be collected by the Mortgagor, or other payments to the holder of the note, or by the Association, if, however, said sum shall be insufficient to make said payments when due, then shall the holder of the note, or by the Association, shall pay to the Mortgagor, as an account to cover up the deficiency. The Mortgagor, on the first day of each month, for the first year, shall pay to the holder of the note, or by the Association, a sum equal to the principal, interest, and taxes, and other expenses, for the remaining term of the note, or by the Association, for the remaining years of the term of the Mortgage, may pay such premiums, and other expenses, as may be required by the holder of the note, or by the Association, to the Mortgagor, at its option, and without notice, at the rate of interest as may be determined by the holder of the note, or by the Association, for the second, third, fourth, and fifth period.