TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise appertaining, including all fixtures and attachments now or hereafter attached to said premises, it being the intention of the parties hereto that all such fixtures and attachments shall be deemed a part of the realty.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor represents and warrants that said Mortgagor is seized of the premises hereby conveyed in fee simple, that the above described premises are free and clear of all liens or encumbrances except as otherwise specifically set forth herein, that the Mortgagor has the right to convey the premises to the Mortgagee, and that the Mortgagor will forever defend the title to said premises against the Mortgagor and all persons whomsoever lawfully claiming or to 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 indebtedness evidenced by said note at the times and in the manner herein provided.

2. That this mortgage will secure the Mortgagee for any additional sums which may be loaned hereafter at the option of the Mortgagee for the payment of taxes or public assessments levied on said premises, or for the preservation of the premises and the lien hereof, and the Mortgagee may, at its option, make such payments or advances under the authority of Sec. 45-55, 1962 Code of Laws of South Carolina as amended or any law of like effect, and all such 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 be payable at the demand of the Mortgagee, unless otherwise provided in writing.

3. That Mortgagor will keep the improvements on the mortgaged premises, whether now existing or hereafter erected, insured against loss by fire, windstorm and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee, but Mortgagor does hereby waive the policy of insurance on the Mortgagor's life and agrees that all such policies shall be held by the Mortgagee, and shall be in such companies as the Mortgagee may require, and Mortgagor does hereby assign the policies of insurance to the Mortgagee and agrees that all such policies shall be held by the Mortgagee as additional security hereunder, and in the event of loss Mortgagor will give immediate notice to the Mortgagee who may make proof 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 Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereunder or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and if the Mortgagee shall so elect, the Mortgagor will assign to the Mortgagee the proceeds of any aforesaid insurance policy or policies to the extent of the balance owing on the indebtedness, and the Mortgagee is authorized to collect the same for the purpose of paying the cost of repairs to the premises and collect the same for the purpose of paying the cost of such repairs, and the Mortgagee is hereby authorized and empowered to offset the reasonable cost of such repairs against the indebtedness hereunder.

5. That the Mortgagor will pay all taxes and other public assessments levied on or against the mortgaged premises when due, and should the Mortgagor fail to make payment when due, the Mortgagee may, at its option, make such payments. If any such payment is made by the Mortgagee, the amount thereof shall be added to the indebtedness hereunder and shall be due and payable with interest at the rate specified in the note from the date of payment by the Mortgagee.

6. That Mortgagor agrees that all taxes and other public assessments levied on or against the mortgaged premises shall be paid by the Mortgagor on or before the last date on which the same may be paid without penalty or interest. If the Mortgagor shall fail to make such payments when due, the Mortgagee may, at its option, make such payments. If any such payment is made by the Mortgagee, the amount thereof shall be added to the indebtedness hereunder and shall be due and payable with interest at the rate specified in the note from the date of payment by the Mortgagee.

7. That in the event of any default in the payment of the indebtedness or any part thereof or any other default hereunder or under any other mortgage or other lien held by the Mortgagee on any other property owned by the Mortgagor, or upon the happening of a foreclosure of any prior lien, or upon the bankruptcy, insolvency, assignment for the benefit of creditors or the appointment of a receiver for the Mortgagor or any of his property, the whole of said indebtedness hereunder may at the option of the Mortgagee and without notice to any party, become immediately due and payable, and may be collected hereunder by foreclosure.

8. That in the event the Mortgagor shall default in the payment of any installment of principal or interest when due, or in the performance of any other obligation hereunder, and such default continues for a period of thirty days after written notice thereof shall have been given to the Mortgagor by the Mortgagee, then the Mortgagee may, at its option, declare the entire principal and interest then remaining unpaid on the mortgage debt immediately due and payable, and may proceed to collect the same by foreclosure of this mortgage and sale of the premises covered hereby or by any other legal or equitable remedy available to the Mortgagee.

9. That in the event the Mortgagor shall default in the payment of any installment of principal or interest when due, or in the performance of any other obligation hereunder, and such default continues for a period of thirty days after written notice thereof shall have been given to the Mortgagor by the Mortgagee, then the Mortgagee may, at its option, declare the entire principal and interest then remaining unpaid on the mortgage debt immediately due and payable, and may proceed to collect the same by foreclosure of this mortgage and sale of the premises covered hereby or by any other legal or equitable remedy available to the Mortgagee.

10. That should the Mortgagee be made a party to any suit or proceeding affecting the premises covered hereby, or the title thereto, or the validity or priority of the lien of this mortgage, or should it become necessary to remove any tenant or tenants of the premises for default in payment of rent or for violation of any lease or rental agreement covering the premises, or should it become necessary to protect the interest of the Mortgagee in the premises covered hereby, then all costs, including but not limited to court costs, reasonable attorney's fees, and other expenses incurred by the Mortgagee, shall be added to the indebtedness secured hereby and shall be payable on demand with interest at the rate specified in the note from the date of payment by the Mortgagee.

11. That should the Mortgagee be made a party to any suit or proceeding affecting the premises covered hereby, or the title thereto, or the validity or priority of the lien of this mortgage, or should it become necessary to remove any tenant or tenants of the premises for default in payment of rent or for violation of any lease or rental agreement covering the premises, or should it become necessary to protect the interest of the Mortgagee in the premises covered hereby, then all costs, including but not limited to court costs, reasonable attorney's fees, and other expenses incurred by the Mortgagee, shall be added to the indebtedness secured hereby and shall be payable on demand with interest at the rate specified in the note from the date of payment by the Mortgagee.

12. That the Mortgagor hereby assigns to the Mortgagee, as an additional security, all the rents, issues and profits accruing from the mortgaged premises, retaining the right to collect the same so long as the Mortgagor is not in default in payment of principal and interest, but should any part of the principal or interest be in default, or should taxes or other payments be past due and unpaid, the Mortgagee may, without notice or further proceedings, take over the mortgaged premises, collect all the rents and profits due or to become due, and apply the same, after deducting the cost of collection, to the mortgage debt, without liability to account for anything more than the rents and profits actually collected. The Mortgagee may, at its option, require the Mortgagor to make all rental payments direct to the Mortgagee, and should any tenant fail to do so, the Mortgagee may, at its option, collect the same from the tenant, and should any payment be made to the Mortgagee, the Mortgagor may apply to the Judge of the Court of Common Pleas or to the Judge of the Court of General Sessions, as the case may be, for the appointment of a receiver with authority to take possession of said premises and collect said rents and profits, applying 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 Mortgagee on the date for the payment of the note secured hereby, in addition to the principal and interest provided for in said note, a sum equal to the premiums that will next become due and payable on policies of mortgage guaranty insurance, if applicable, and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged premises, all as estimated by the Mortgagee, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee 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 Mortgagee on subsequent payments to be made by the Mortgagor, if, however, such sums shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of five years from the date hereof, Mortgagee may, at its option, apply for renewal of mortgage guaranty or similar mortgage 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 Mortgage; or Mortgagor may pay such premium and add the amount to the mortgage debt, in which event the Mortgagee shall repay to Mortgagor such premium payment, with interest at the rate specified in said note, in equal monthly installments over the remaining payment period.

4328 RV.2